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## VOL. XXXVIII., No. 15. The Solicitors' Journal and Reporter.

LONDON, FEBRUARY 10, 1894.

#### CURRENT TOPICS.

We ISSUE this week a quarterly digest, not merely, as hitherto, only of cases reported in the SOLICITORS' JOURNAL and WEEKLY REPORTER, but also of cases reported in the other series of reports. It is hoped that by this means our readers will be enabled at frequent intervals to ascertain whether any particular case has yet been reported, and where the report is to be found.

THE HEARING of Queen's Bench final appeals is being continued in Court of Appeal No. 2, and it is announced that Chancery final appeals will not be taken again in that division of the Court of Appeal until the 19th inst. There will not be more than six Chancery final appeals ready for hearing at that time.

MR. JUSTICE KEKEWICH has been steadily going on with the hearing of witness actions on as many days as were available this week and last week; and will, on Tuesday, the 13th inst., devote a fortnight, with the exception of Monday, the 19th inst., to the hearing of witness actions. During that fortnight his motions and petitions will be heard by Mr. Justice STIRLING on Thursdays and Saturdays.

ACCORDING to the summary of the scheme for the new Teaching University for London, which has been promulgated this week, such scheme provides for the nomination of two members of the Senate by the Incorporated Law Society and of four by the Inns of Court. And, "under certain reservations," the Inns of Court and the Incorporated Law Society are to be admitted as schools of the university. Until the scheme is published *in extenso* it cannot be ascertained how far it goes in the direction of providing for the creation of a school of law, but it is, at all events, satisfactory that recognition is given by it to the teaching functions of the Incorporated Law Society.

SOME TIME AGO a magistrate refused to issue a warrant of arrest for an offence under section 18 of the Statutory Declarations Act, 1835, against a man who, it was alleged, in order to borrow money on the security of certain land, had falsely made a declaration to the effect that the land in question was one over which he could give a first charge or mortgage. The Council of the Incorporated Law Society drew the attention of the Home Secretary to the matter, and suggested that, if it were necessary, the defect should be cured by fresh legislation. The Home Secretary replied that he had taken the opinion of the law officers of the Crown on the matter, who had advised that the declaration above referred to is one within section 18.

IN COMMITTEE of the House of Lords on the Local Government Bill, clause 22, which provides that "the chairman of a district council unless a woman or personally disqualified by any Act shall be by virtue of his office justice of the peace for the county in which the district is situate," was struck out, so that no opportunity arose for moving the amendment, which was in the hands of Viscount Cross, providing that a solicitor who might be elected chairman of a district council should be allowed to act as a justice of the peace for the county in which the district was situated, subject to the condition that such solicitor should not, either directly or indirectly, by himself or by his partners, practise before any court in which he acted as a justice.

THE JUDGES of the Chancery Division have issued some directions with respect to originating summonses as to which there has been default in appearance. Our readers may

recollect that we have before called attention to the terms of ord. 13, r. 15 (*ante*, p. 93), and in doing so we expressed a hope that the judges would give some general directions which would save the necessity of making special application in every case. It is, therefore, with satisfaction that we welcome the present set of regulations, which provide a uniform procedure for all the chambers alike. It will be noticed that the language of ord. 13, r. 15, is preserved, which provides that the judge shall appoint a time for the hearing upon such conditions (if any) as he shall think fit. The notice of hearing is in all cases to be filed in default of appearance under ord. 67, r. 4, and we apprehend that only in very exceptional cases will any further condition be imposed.

THE COURT OF APPEAL have held in *Re The Lands Allotment Co. (Limited)* (reported elsewhere) that directors are implied trustees within section 1 of the Trustee Act, 1888, and consequently are trustees who may plead the Statute of Limitations under section 8 of that Act, subject to the exceptions in the section contained. It is satisfactory to have this question at length set at rest, and in a manner which is obviously in accordance with the spirit of the Act. As we pointed out last week, implied trustees as a rule have never been debarred from pleading the statute, and they do not require, therefore, the benefit of section 8. But in certain cases persons who, by intermeddling with existing trusts, have become constructively trustees, or who, in the absence of any trust, are in a fiduciary relation to others, have been put in respect of the statute on the footing of express trustees, and in the latter class are directors of companies. Whether all the persons so treated are properly described as implied trustees is perhaps after all not very material. The rule which has been applied to them is not statutory, but simply a rule of courts of equity. In the absence of any statutory limitation, equity has chosen to treat them as trustees, and to acknowledge no period of limitation, instead of adopting a six years' limit in analogy to the statute. But now that the Legislature has so far interfered with the rule of equity as to enable even express trustees to plead the statute, the rule must be taken to be altered in all other cases as well. Implied trustees are specially mentioned, and, if directors are included under this term, there is an end of the matter. But even if they are not included, the High Court, which has only applied to them the rule of equity on the footing of their being express trustees, ought not to continue to do this after the rule has been abrogated as to express trustees by statute. Whatever reasoning be adopted, however, it may now be taken to be settled that directors can plead the statute in all cases save where they have been parties to a fraud, or retain, or have previously converted to their own use property of the company.

SOME WEEKS have elapsed since we drew attention in these columns to an oversight in the new procedure relating to originating summonses and the forms thereunder prescribed by R. S. C., November, 1893. As we pointed out then (*ante*, p. 161), neither rules nor forms are readily adaptable to *ex parte* applications, which, in the Chancery Division at any rate, are constantly made by originating summonses. In the remarks we then made we suggested what additions to the existing procedure were, in our opinion, necessary to complete the code. No steps have at present been taken in the direction indicated to supply the defects to which we alluded,—nor is it now probable that, until the Rule Committee once again address themselves to the vexed question of service out of the jurisdiction (as we sincerely trust they will shortly do), we shall have any relief from the anomalies with which we are at present troubled. Meantime, though judges may linger, suitors cannot wait. At present, if our information is correct, the practice is more or less in a state of chaos, a condition of things of which practitioners may with good reason complain. We believe that, as described below, a varying practice prevails as to the *ex parte* applications to which we have referred. In the chambers of some of the judges of the Chancery Division no originating summons is accepted which does not accord with the new forms, whilst elsewhere, in *ex parte* cases, the old procedure is being followed. The authorities at the Central Office are, we understand, pre-

pared to issue either form of summons—that is to say, one under the new practice, which failed to recognize the necessity for special provisions to meet the case of a summons with no respondent, or one in the old form, which involves recourse to rules which have been expressly abrogated. Either alternative is, of course, anomalous. It is greatly to be regretted that, when the new practice was under consideration, the claims of the *ex parte* summons were lost sight of, though it is easy to understand how the omission arose. Such a summons, indeed—a summons which, in fact, summons nobody—is almost a contradiction in terms; but for more than forty years the old form, commencing, as we all know, with the words "Let all parties concerned attend," &c., has done good service and has caused no confusion. It has been used in all cases, whether there was a respondent or not. It cannot be said that a form which presupposes a defendant or respondent, and requires him to appear within a specified number of days after service is equally elastic. Indeed, for an *ex parte* case, it is manifestly absurd. However, we have to make the best of things as they are, and until the authorities provide us with the necessary machinery in the shape of rules bringing the practice with regard to originating summonses *ex parte* into line with that regulating summonses to which there are defendants or respondents, we must just do the best we can, sincerely trusting that our expedients for overcoming obvious difficulties may have but a very brief existence. Upon the whole, in spite of several grave and weighty objections, we are disposed to think that the more convenient course is that which is being most generally followed—viz., to adhere to the old practice. True enough, this involves recourse to rules which have ceased to exist, and brings us face to face with the anomaly that a summons issued *ex parte* will be sealed at the chambers of the particular judge to whom it is assigned, whilst one for precisely the same object of which service is required will bear only the seal of the Central Office. These cannot be considered as matters of great moment if the authorities at the Central Office are justified (we are not now arguing that they are not justified) in completely ignoring, so far as the Queen's Bench Division is concerned, the whole of the new rules affecting procedure by originating summonses.

PENDING SOME action by the Rule Committee in the direction we have indicated, we may be allowed to plead on behalf of solicitors for the adoption by the chief clerks in Chancery of some settled plan for minimizing the inconvenience arising from the cause we have mentioned. The confusion occasioned by each separate chief clerk acting upon his own view of what ought to be done under the circumstances is well nigh intolerable to practitioners, and calls forth loud complaints on all sides at the present chaotic state of affairs. Let us consider for a moment what is occurring over and over again every day. A solicitor desires to issue an *ex parte* originating summons in the Chancery Division. For this purpose he applies at the Central Office for information as to the proper form of summons. The answer there given to him is that the form depends upon the judge, as all the chief clerks have different views on the matter. He thereupon fills up the form of summons "*not inter partes*" as being the most suitable. On applying to issue the summons at the Central Office, a judge is assigned to him by ballot and the judge's name sealed on his summons. He then takes the summons to Chancery Chambers and is told that the new form is inapplicable to *ex parte* originating summonses and he must alter it to the old form, which necessitates another journey to the Central Office and gives him much trouble and causes needless waste of time, for he has to journey back again up countless stairs and along endless corridors to Chancery Chambers. But the next time he comes to repeat the operation in another case he is forewarned, and carefully fills up his summons in the old form. Being assigned a different judge, he is told, on arriving at chambers, that the old form is abolished and he must alter it to the new form. Back again he tramps to the Central Office, where he is accommodatingly informed that he may have any form he pleases, as there is no settled practice and everybody is as bewildered as he is. If he thereupon uses what carefully brought up children call "*naughty swear words*" is he to be

considered as guilty of unprofessional behaviour? There are twelve chief clerks in Chancery, and as some demand the old form, some the new form unaltered, some the new form adapted to suit their various ideas of the fitness of things, have we, we ask, overstated the case in saying that the present state of affairs is chaotic, and intolerable to solicitors? Surely a *modus vivendi* might be established provisionally by agreement among the chief clerks about such a trifling technical matter as this. The Rule Committee may (with expedition) deal with it by the end of the year.

THE JURISDICTION of the court to order payment of money into court upon the admission of a defendant that it is in his possession or under his control was probably carried further by Mr. Justice NORTH in *Re Beoney* (reported elsewhere) than in any previous case. Rule 6 of order 32 empowers the court, "where admissions of fact have been made, either on the pleadings or otherwise," to make, upon the application of any party, such order "as upon such admissions he may be entitled to." In *Re Beoney* a motion was made by the plaintiffs that the defendant, who was the sole surviving executor and trustee of a will, might be ordered to pay a sum of £535 into court, on the ground that he had admitted that that was the amount of the share of the plaintiffs in the testator's residuary estate, and that it was uninvested and in his hands or under his control. A clerk of the plaintiffs' solicitors made an affidavit in which he stated that at an interview which he had had with the defendant, he pressed the defendant for information as to the security upon which the trust fund was invested, and the defendant admitted that the fund, "the plaintiffs' share of which, he said, amounted to about £535, was not invested, but that a portion of it was in a bank and the remainder was in his own hands." Notice of the motion had been served upon the defendant personally. The notice of motion stated that certain specified affidavits, of which the above affidavit was one, would be read on behalf of the plaintiffs at the hearing of the motion, and copies of these affidavits were served on the defendant with the notice of motion. The defendant did not answer the affidavits, and he did not appear upon the hearing of the motion. Under these circumstances Mr. Justice NORTH held that there had been a sufficient admission by the defendant to enable him to order the money to be paid into court. His lordship thought that *London Syndicate v. Lord* (8 Ch. D. 84) and *Freeman v. Cox* (8 Ch. D. 148) justified him in making such an order, and that the authority of those cases had not been shaken by the Court of Appeal in *Hollis v. Burton* (1892, 3 Ch. 226). In *London Syndicate v. Lord* (8 Ch. D., at p. 90) the late Sir G. JESSEL, sitting in the Court of Appeal, said: "It has been held by the Court of Chancery for many years, that an admission of a sum being due is sufficient to ground an order upon him to pay the sum into court. There is not, as far as I know, any virtue in one mode of admission rather than in another. What the court has to be satisfied of is that the defendant has admitted the amount to be due." Mr. Justice NORTH's decision appears to be in strict conformity with these observations of Sir G. JESSEL, and it is important as shewing that in the opinion of the learned judge the observations of the Court of Appeal, and of Lord Justice KAY in particular, in *Hollis v. Burton* are in no way inconsistent with those of Sir G. JESSEL. So far as we know, this is the first instance of an order to pay money into court being made upon a merely verbal admission.

SOME ALTERATIONS of great importance have been made in the Local Government Bill in committee of the House of Lords. They relate chiefly to the qualification of parochial electors, the incidence of rates for parochial purposes, the powers of a parish council for the compulsory acquisition of land, the management of parochial charities, the constitution of boards of guardians, and the application of the Act to London. The effect of these amendments may be summarized as follows: (1) lodgers and persons possessing only the "service franchise" and others (if any) who are qualified as parliamentary, but not as local government electors, will not be included in the number of parochial electors—i.e., will not vote at parish meetings or at elections of parish councils and district councils; (2) a

parish council is not to have power to make an order under the Poor Rate Assessment, &c., Act, 1869, s. 4, that the owners, instead of the occupiers, shall pay the rates; the system of compounding for rates where it already exists is left untouched by this provision, but it is abolished for the future in rural parishes except by voluntary arrangement; (3) the clause enacting that provisional orders of the Local Government Board for the compulsory acquisition of land by a parish council shall not require confirmation by Parliament has been struck out of the Bill, and extensive alterations have been made in the provision as to the compulsory hiring of land for allotments, and particularly in those relating to the compensation for severance payable to the dispossessed owners and occupiers, and to the tenant's compensation under the Agricultural Holdings Act, and the landlord's compensation for damage and deterioration of his land on the determination of the tenancy created by the compulsory hiring; (4) in the clause which deals with parochial charities the sub section which laid upon parish councils an obligation to "swamp" the trustees holding office under the terms of a trust creating a parochial charity, by appointing a sufficient number of additional trustees, has disappeared, and a clause has been added excepting from the general transfer of the management of parochial charities to the parish councils charities which are vested in the ministers or officers of any religious denomination; (5) The general abolition of *ex officio* guardians remains, but is immediately followed by a provision for the creation of a new class of *ex officio* guardians—viz., the county councillors for a district situate wholly or partly within a union, and the Local Government Board is to retain power to nominate guardians in the London unions; (6) The application to London vestries of the provisions as to the election and qualification of district councillors has been rejected. It is expected that the report stage of the Bill in the House of Lords will be taken on Monday next.

A DECISION of some interest and importance was given by a divisional court in the case of *The Singer Manufacturing Co. v. The London and South-Western Railway Co.* (reported in another column). The question concerned the rights of a railway company to assert a lien as against the true owner of goods deposited in their cloak-room by a person who, although not the true owner, was in lawful possession of them and had a right to take them with him on a journey, and to place them in the cloak-room. The goods in question were the subject of a hiring agreement, by the terms of which they remained the property of the plaintiffs until all the instalments were paid, and were deposited by the hirer in the cloak-room of the defendants, who refused to give them up until their charges for storage were paid. The ground upon which the court decided in favour of the defendants' contention was that a cloak-room, being a "reasonable facility," which the railway company is bound to provide for the receiving and forwarding of traffic, the goods must be considered as having been placed in the defendants' charge for carriage, and that, therefore, they were entitled to take advantage of the well-known "carrier's lien" in respect of their charges, a lien which is good against all the world. It is to be noted, however, that the goods were in the possession of the depositor with the full consent of the true owners, and it may well be doubted whether the principle of the decision would apply in a case where the property deposited was stolen or was for some other reason not in the lawful possession of the depositor.

IN THE RECENT CASE of *Hooper v. Hill* a question was raised of considerable public importance, affecting the jurisdiction of registrars of county courts. It was there held by the Court of Appeal (LORDS and DAVEY, L.J.) in a considered judgment that the registrar has power, under section 90 of the County Courts Act, 1888, with leave of the judge, to try and dispose of all undefended actions of contract in the manner prescribed by that enactment, and that where the plaintiff has issued a default summons and the defendant has given notice of his intention to set up a defence and counter-claim, the registrar may, if the defendant does not appear at the hearing, strike out the counter-claim and give the plaintiff judgment for the full

amount claimed by him. Having regard to the language of section 90 of the County Courts Act, 1888, it would certainly seem to warrant the present decision, though we cannot help thinking that it will be a surprise to some to discover that the enactment has so wide an application. As, however, the registrar's jurisdiction under the section can only be exercised "by leave of the judge, or in case of the judge's death or unavoidable absence," and as, moreover, the judgment and execution obtained from the registrar may be set aside by the judge and a new trial granted on such terms as he may require, the chances of any injustice being done are certainly minimized, if not altogether obviated.

#### SERVICE AND OATHS IN GERMANY.

ONE cannot but pity the woes of the poor practitioner who is suing a defendant in Germany. The German courts are at present passing through a phase with regard to all other courts in the civilized world. Their temper and policy may be summed up in the familiar phrase "Trespassers will be prosecuted," with an additional warning that, if any person is found on that land with any foreign legal document in his possession, with the felonious intention of serving the same upon any child of the Fatherland, consequences will ensue. Let our readers, therefore, be prepared for the worst.

Some short time ago a British subject resident in England desired to sue a Prussian subject carrying on business in Berlin. The contract was to be performed in England, and an order was made for service of notice of writ in Berlin. The notice was duly served on the defendant by a Prussian subject not connected with the law, and after service the Prussian went to the British consulate to swear the affidavit of service. The British consul told him that swearing was a forbidden luxury in Prussia except to a privileged few, but he would take his declaration, which he did. On being presented to the English court, the declaration was contemptuously refused, and the plaintiff was told that the English court would have an affidavit and nothing but an affidavit. Thereupon the plaintiff in England altered the form of declaration to that of an affidavit and sent it out again to be sworn to. The deponent took it to the British consul, who, on seeing that it had been altered to an affidavit, became alarmed at the possible consequences which might ensue. He impounded the document and warned the deponent off the premises. The solicitor in England then communicated with a German lawyer, who humbly petitioned the Amtsgericht at Berlin to appoint a day when the deponent could be sworn. The Amtsgericht in its clemency appointed a day, and the deponent and the German lawyer duly attended for the former to be sworn to an affidavit of service of notice of writ. The Amtsgericht, after hearing the application, adjourned the matter for a fortnight to consider what should be done. (This may appear to be an absurd exaggeration, but it is strictly true.) At the end of the fortnight the Amtsgericht roundly rated the luckless Prussian who had served the notice, and, after scolding everybody concerned, refused to swear the deponent, adding that as the notice had not been served by a German lawyer or other accredited officer of the German court, the court would have nothing whatever to do with it. On being apprised of this the plaintiff's solicitor in England applied to a London firm of German agents for advice, and was told that if he took his deponent out of Prussia into Saxony a British consul in the latter State might swear him, there being no restriction under the German law, as distinguished from Prussian law, against a consul administering an oath. After this the deponent was taken to Leipzig, but the British consul there said that, though he could administer an oath for the purpose of the English court, he could only swear a German subject who was domiciled in Saxony. This little comedy occupied three months, and as a last desperate resource the plaintiff's solicitor in England sent out a courageous clerk who invaded Prussia, served the defendant, and escaped to England in safety, where he finally made an affidavit of service. This is only one out of several cases of the kind which have been brought to our notice. Is it not time that something should be done to establish a better understanding with the German court?

After reading the above our readers will hardly be surprised to hear that under stress of necessity a short cut out of the difficulty has been found which is as ingenious as it is illegitimate. The German courts will have no swearing if they can help it. The English court will have no evidence except on oath from anyone who has no conscientious scruple to being sworn. How to satisfy both is the problem before the English solicitor or process server. A way has been found. We do not recommend it, but merely describe it as an apt illustration of the truth of the old saying that necessity knows no law.

In England any person who has no religious belief, or to whom the taking of any oath is contrary to his religious belief, may make an affirmation according to prescribed form. The affirmation begins, "I, A. B., do solemnly and sincerely affirm," and the attestation simply runs, "Affirmed at," &c. The document, therefore, contains no words to shew that the deponent has no religious belief or has a conscientious objection to taking an oath. The German court has no objection to anyone being affirmed, and the English court has no power on being confronted with an affirmation to inquire whether or not the deponent was a person within the terms of the Oaths Act, 1888. Here, then, is a way out of the difficulty, and we grieve to say that, judging from the increased number of affirmations of service which come from Germany, we fear the number of persons in that country who have no religious belief must have suddenly increased of late; though, of course, the increase may be due to the spread of conscientious objections to incurring the wrath of the German court by taking the oath. Seriously, if this palpable evasion of the Oaths Act, 1888, is admitted as legitimate in the case of Germans, there does not seem to be any reason why English subjects should not be allowed to affirm also as a mere matter of preference or convenience.

#### ASSIGNMENTS OF TRADE MACHINERY.

THE case of *Small v. National Provincial Bank of England* (ante, p. 217) recently decided by STIRLING, J., is an interesting commentary on the rule established by *Re Yates, Batchelder v. Yates* (36 W. R. 563, 38 Ch. D. 112) that fixtures consisting of trade machinery can be effectively mortgaged, provided they are not specially mentioned in the mortgage deed, but are left to pass to the mortgagee with the land. Otherwise, if they are specially mentioned, the mortgage will probably become a bill of sale, and be void as to them though good as to the other property comprised in it (*Re Burdett, Ex parte Byrne*, 36 W. R. 345, 20 Q. B. D. 310).

Section 4 of the Bills of Sale Act, 1878, provides that "personal chattels" shall include goods and other articles capable of complete transfer by delivery, and (when separately assigned or charged) fixtures, but shall not include fixtures (except trade machinery) when assigned with the land; and by section 7 fixtures are not to be deemed to be separately assigned or charged by reason only that they are assigned by separate words, provided that by the same instrument a freehold or leasehold interest in the land is conveyed or assigned to the same person. The rule, then, as to fixtures which are not trade machinery is clear. A separate assignment of them is a bill of sale, though they are not separately assigned if, by the same deed, the land to which they are affixed also passes. But fixed trade machinery, which is excepted from the negative part of the definition of personal chattels, is by section 5 expressly added to the affirmative part, that section providing that trade machinery (including, therefore, fixed trade machinery) shall, for the purposes of the Act, be deemed to be personal chattels, and, further, that trade machinery means "the machinery used in or attached to any factory or workshop," exclusive only of fixed motive powers, fixed power machinery, and pipes for steam, gas, and water. The result of these definitions is that fixed trade machinery, other than fixed motive powers, &c., is excluded from the provisions of the Act relating to ordinary fixtures, and is placed in the category of personal chattels. Consequently documents affecting the title to such machinery, if falling under any of the classes enumerated in section 4, are subject to the Bills of Sale Acts.

But section 5 of the Act of 1878, in including trade machinery

among personal chattels, and thereby bringing assignments of such machinery within the Acts, takes no notice of the fact that fixtures pass with the freehold in the absence of any express assignment, and hence arose the question, decided by *Re Yates*, whether a conveyance of land on which there was fixed trade machinery was to be regarded as a bill of sale with regard to the machinery, although no mention was made of it in the conveyance. To be a bill of sale it must, speaking generally, be either an assignment of the trade machinery or a licence to seize or take possession of the machinery, and the Court of Appeal held that it was neither. The mortgage, said CORTON, L.J., was simply a conveyance of the land. It gave the mortgagor a right to the trade machinery, not as something assigned by the deed, but as annexed to the land, and so passing by the conveyance of the land. Nor, in his opinion, did it give the mortgagor power to take possession of the machinery as chattels. It empowered him to take possession of the land, but he could take possession of the trade machinery in no other way than by taking possession of the land to which it was affixed. In other words, the right to possession of the machinery was merely incidental to the possession of the land, and there was no power under the mortgage deed to take possession of the chattels separately from the land. Such a power there would be if the mortgagor was empowered to sell them separately. In *Ex parte Daglish* (L.R. 8 Ch. 1072), decided on the Bills of Sale Act, 1854, there was a mortgage containing a power of sale which expressly authorized the mortgagor to sell the fixtures separately from the land, and it was held that this was a bill of sale as to the fixtures, on the ground that the power of sale enabled the mortgagor to take possession of and seize them as severed from the land. It was suggested in *Re Yates* that though there was no express power to sell the trade machinery separately from the land, this was supplied by the statutory power under the Conveyancing Act, 1881, enabling the mortgagor to sell the mortgaged property or any part thereof; but the Court of Appeal construed this as referring to the sale of different areas of the land in lots, and not as authorizing the mortgagor to break up the property.

The result of *Re Yates*, then, is that where land which is mortgaged includes fixed trade machinery, this will pass to the mortgagor provided nothing is said about it on the mortgage. It does not vest in the mortgagor as a separate subject of property, so as to enable him to sever it and sell it; but it vests in him as part of the land, and he profits by the additional value which it gives to the land. On the other hand, if, as LINDLEY, L.J., in his judgment in the case observed, the mortgagor of a mill wants to have the power of selling the trade machinery apart from the mortgaged property, he must have a bill of sale.

In the recent case of *Small v. National Provincial Bank of England* (*suprd*) the mortgage deed departed from the rule that fixed trade machinery must not be mentioned. In March, 1892, STEVENSON, who was a millwright and engineer carrying on business at the Seller-street Works, Chester, granted and assigned to the defendants by way of mortgage all the freehold and leasehold hereditaments belonging to him, including the Seller-street Works, together with all the fixed and movable plant and machinery fixed or placed upon the works. The deed contained a covenant by STEVENSON to keep the building insured, and also the plant and machinery. It was not registered as a bill of sale. The mortgagees gave instructions for the sale of part of the machinery, and thereupon the plaintiff, who was the trustee under a registered assignment by STEVENSON of all his property, dated in December, 1893, claimed the machinery other than fixed motive power, &c., and moved for an injunction to restrain the sale. STIRLING, J., allowed the claim and granted the injunction. The separate mention of the machinery, he held, was not mere surplusage, but was an assignment of the machinery as chattels and not as incident to the land. Combined with the separate provision for insurance, it shewed that the intention was to confer on the mortgagees, not only the right they would have as grantees of the land, but, in addition, a right to the fixed plant, and, consequently, a right to sever and sell it apart from the land. Upon this construction of the deed, and having regard to the reasoning of *Re Yates* (*suprd*), it followed that the assignment of the machinery was a bill of sale, and was

void for want of registration. Clearly the only safe way of vesting fixed trade machinery in a mortgagee, and obtaining the benefit of the decision in *Re Yates*, is to avoid all reference to it in the mortgage deed.

## REVIEWS.

### BOOKS RECEIVED.

*Guide to the Mining Laws of the World.* By OSWALD WALMSLEY, Barrister-at-Law. Eyre & Spottiswoode, and Sweet & Maxwell.

*Companies' Work and Mining Law in New South Wales and Victoria. A Treatise for the Guidance of Solicitors, Directors, Investors, and Others.* By ALFRED DE LISSA, Barrister-at-Law. William Clowes & Sons (Limited).

## NEW ORDERS, &c.

### ORIGINATING SUMMONSES IN THE CHANCERY DIVISION.

#### APPOINTMENT UNDER ORD. 13, R. 15.

*Directions by Judges of the Chancery Division to the Chief Clerks.*

WHERE a Defendant or Respondent to an Originating Summons fails to appear within the time limited, the time for the hearing of the Summons may be fixed as follows:—

The Plaintiff or Applicant should obtain at the Writ, &c., Department, a Certificate of non-appearance in the following form—

(Title, &c.) An Affidavit of service of the Originating Summons herein on the (Defendant or Respondent, naming him) on the day of 18, at (place of service) having been filed. IT IS HEREBY CERTIFIED that no appearance has been entered for the said (Defendant or Respondent).

Dated, &c.

Upon production of a duly authenticated Certificate in the above form to the Judge in Chambers, he will appoint a time for the hearing of the Summons upon such conditions (if any) as he shall think fit, and will issue a notice of the appointment in form appendix K. 1 F.

A copy of the said notice should be filed in default of appearance against the Defendant or Respondent, pursuant to Ord. 67, r. 4, not less than four clear days before the hearing.

An office copy of such filed notice must be produced on the hearing of the Summons.

31st January, 1894.

### COMPANIES (WINDING UP).

#### NOTICE.

By order of the Lord Chancellor, dated Feb. 1, 1894, the following actions have been transferred to the Hon. Mr. Justice Vaughan Williams (sitting as an additional judge of the Chancery Division):—

Mr. Justice STIRLING.

John Livingstone & ors v C T Bainbridge & Son, Id 1893 L 2,720

Mr. Justice KEKEWICH.

The Tottenham Lager Beer Brewery & Ice Factory, Id v Bargain's Restaurants, Id 1893 T 1,769  
Joseph Gothard v The Bloxwich Iron and Steel Co, Id 1893 G 2,479

The London Gazette of the 2nd inst. contains an Order in Council providing that the Colonial Probates Act, 1892, shall apply to Barbados, Lagos, and Tasmania.

A case, says the *Daily News*, was being heard in a Berlin law court the other day, and the evidence of a lady was being taken, when suddenly, *a propos* of nothing in particular, the judge said sternly: "Do you like potatoes, madam?" Naturally the people in court were much surprised, and their surprise was intensified when the judge proceeded to make grimaces at the witness and to talk at random on incongruous subjects. The unfortunate gentleman had to be led from the bench and placed under the care of a keeper. The incident made a very painful impression on those who witnessed it.

Mr. Commissioner Kerr, says the *Pall Mall Gazette*, has just delivered a characteristic judgment. Plaintiff proved the delivery of his goods—cigars—by producing his books wherein he had debited the defendant. "Is that your evidence?" said the judge. "Yes." "Now, attend to me," was the reply. "You go straight home and take that book with you into your private parlour, and fill up an entry that you sold me a thousand pounds' worth of cigars. I never smoke them, the nasty things. Enter the date of delivery, and send me in an account as you have done here, and I shall refuse to pay. Then sue me, and try to prove your case by this entry in your own book. Nonsuit, with costs."

## CASES OF THE WEEK.

## Court of Appeal.

**BROTHERTON v. METROPOLITAN DISTRICT RAILWAY JOINT COMMITTEE**—No. 1, 1st February.

PRACTICE—COSTS—COSTS OF FIRST TRIAL TO ABIDE RESULT OF NEW TRIAL—VERDICT FOR PLAINTIFF ON NEW TRIAL, BUT COSTS DISALLOWED BY JUDGE.

This was an application for a new trial of an action for false imprisonment. The action was originally tried before Mathew, J., and a jury, when the learned judge stopped the case and directed a nonsuit. On the application of the plaintiff the Court of Appeal granted a new trial, and ordered that the costs of the first trial should abide the result of the second trial. The action was then tried before Hawkins, J., and a jury, when a verdict was found for the plaintiff, with damages one farthing. Hawkins, J., made an order depriving the plaintiff of his costs. The plaintiff applied for a new trial on the ground of insufficiency of damages.

THE COURT (Lord ESHER, M.R., and LOPES and DAVY, L.J.J.) dismissed the application with costs.

The question then arose as to the proper way of giving effect to the previous order of the Court of Appeal as to the costs of the first trial. The case of *Ferguson v. Davison* (8 Q. B. D. 470) was referred to.

THE COURT decided that the effect of the previous order was that there should be no costs of the first trial.

Lord ESHER, M.R., said that this court had on a previous occasion made an order with regard to costs, viz., that the costs of the first trial should abide the result of the second trial. That meant the result of the second trial with regard to costs. The effect of the order was that the result of the first trial with regard to costs was to be the same as the result of the second trial with regard to costs. The plaintiff had no costs of the second trial; therefore he was to have no costs of the first trial.—COUNSEL, *Crispe; F. H. Mellor*. SOLICITORS, *Edward Clarke; Fowler, Perks, Hopkinson, & Co.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**HIRD v. WOOD**—No. 1, 5th February.

## LIBEL—PUBLICATION.

This was an application for a new trial of an action of libel. The plaintiff was the owner of a row of cottages in the village of Worth, near Keighley, and lived in one of them. Two persons, named Smith and Kellett, having commenced to carry on the business of boiler makers on premises about fifty yards distant from the cottages of the plaintiff, the latter obtained an injunction to restrain them from so carrying on their business as to injure his property, the result of which was that their business came to an end. In consequence of this certain persons, including the defendant, took steps to arouse the sympathy of the neighbourhood on behalf of Smith and Kellett; and it appeared to have been resolved to make use of the occasion of a gala taking place a short distance outside the village as an opportunity for raising a subscription for them. A placard suspended between two poles was exhibited on the roadway near a gate leading into the grounds where the gala was taking place. On the placard were written the following words:—"Subscriptions for Messrs. Smith & Kellett, late boiler makers of Worth Village, who have been ruined in their business and their living taken away by the animosity of one man." In front of the placard two trestles were placed upon the ground supporting a sheet, which formed a receptacle into which the public might throw their contributions. There was no evidence as to who wrote the words on the placard, or who put it up on the roadway; but it was proved that the defendant took up his position near the placard, and remained there for a long time, sitting on a stool and smoking a pipe, and that he continually pointed at the placard with his finger, and thereby attracted to it the attention of all who passed by. The plaintiff complained of this conduct on the part of the defendant as constituting a publication by him of a defamatory statement of and concerning the plaintiff. The action was tried before Pollock, B., and a jury. The learned judge held that there was no evidence of publication, and directed a verdict for the defendant. The plaintiff now applied for a new trial. It was argued on his behalf, that though the defendant said nothing, yet the calling the attention of the public to the placard by continually pointing to it amounted to publication; and that at any rate there was evidence of publication, which the learned judge ought to have left to the jury.

THE COURT (Lord ESHER, M.R., and LOPES and DAVY, L.J.J.) held that there was evidence of publication, which ought to have been left to the jury, and accordingly ordered a new trial.—COUNSEL, *Waddy, Q.C.*, and *Ernest M. Pollock; Cyril Dodd, Q.C.*, and *C. M. Atkinson*. SOLICITORS, *Turner, Norton, & Smith, for Robinson & Robinson, Keighley; H. Ikin, for H. A. Child, Leeds.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

**EDWARDS v. MARCUS; TOWNEND**, Claimant—No. 2, 6th February.

**BILL OF SALE—INVALIDITY—REGISTRATION—MORTGAGE BY SEPARATE INSTRUMENT FORMING PART OF SAME TRANSACTION—STIPULATION FOR COMPOUND INTEREST IN MORTGAGE—BILL OF SALE SUBJECT TO CONDITION—OMISSION OF CONDITION IN BILL OF SALE—BILLS OF SALES ACTS, 1878, s. 10, AND 1882, s. 8.**

Appeal from the decision of a divisional court (Wright and Lawrence, J.J.) of the Queen's Bench Division. This appeal raised a question as to

the validity of a bill of sale under the following circumstances:—On the 5th of January, 1892, the defendants Marcus and his wife executed a bill of sale of certain chattels in their house to Townend, by way of security for the repayment of £300 with simple interest thereon at the rate therein specified; and on the same day the defendant Mrs. Marcus, by a separate instrument, executed a mortgage to Townend of her share in the estate of a certain testator by way of security for the repayment of the same sum of £300 with compound interest thereon at the same rate. The bill of sale alone was registered. The plaintiff was a judgment creditor of Mr. and Mrs. Marcus, and in November, 1892, issued execution on his judgment, and the sheriff seized the chattels comprised in the bill of sale. The chattels were then claimed by the bill of sale holder (Townend). A special case was directed to be stated by a referee for the opinion of the court, the parties not being able themselves to agree as to the facts, and in the special case the referee stated that "the bill of sale and the mortgage were given on the same day and to secure one and the same debt, and the bill of sale and mortgage respectively were both given as part of the same transaction"; and the question for the opinion of the court was whether the chattels seized by the sheriff were the property of the claimant as against the execution creditor. Section 10, sub-section (3), of the Bills of Sale Act, 1878, provides that "if the bill of sale is made or given subject to any defeasance, or condition, or declaration of trust not contained in the body thereof, such defeasance, condition, or declaration shall be deemed to be part of the bill, and shall be written on the same paper or parchment therewith before the registration, and shall be truly set forth in the copy filed under this Act therewith, and as part thereof, otherwise the registration shall be void." And section 8 of the Bills of Sale Act, 1882, enacts that "every bill of sale shall be registered, otherwise such bill of sale shall be void in respect of the personal chattels comprised therein." The Divisional Court held that the bill of sale was bad, on the ground that it was subject to a condition not appearing on the face of the bill of sale itself—viz., the stipulation in the mortgage as to payment of compound interest. And they accordingly gave judgment for the plaintiff. The claimant (the bill of sale holder) appealed.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.J.J.) dismissed the appeal.

LINDLEY, L.J., said that it was impossible not to be guided by the finding of the referee in the special case by which he in effect found that there was one bargain and one debt, but two instruments; and the effect of that finding was that notwithstanding what was said in the bill of sale it did not contain the conditions on which the borrowers were to discharge their indebtedness, for by the true bargain the wife certainly could not redeem except by paying compound interest, and, therefore, the conditions were not truly stated in the bill of sale, because she could not redeem the chattels comprised in it by the payment of £300 and simple interest. That being in effect the finding of the referee, it had a most important effect on the bill of sale, and in his lordship's opinion the case was distinctly hit by section 10 of the Act of 1878. The effect of the registration of the bill of sale being void did not render the bill of sale void altogether but only void as a security for the chattels comprised therein. Reliance had been placed by the appellant on the remarks of James, L.J., in *Ex parte Colling, Re Lee* (L.R. 8 Ch. App., at p. 372), where in dealing with the words of the Bills of Sale Act, 1854, he said "a condition in every case denotes something which prejudicially affects the interests of the donee," but the document referred to in that case was not a condition at all and the title of the mortgagee there did not depend on it, and, therefore, in his lordship's opinion the decision in that case was perfectly correct, although he did not think the above statement of James, L.J., was correct, because in his lordship's opinion anything which affected the interests of either party—either donor or donee—was a condition. That was the view taken by the Court of Appeal in *Counsell v. London and Westminster Loan and Discount Co.* (36 W.R. 53; 19 Q.B.D. 512), and in his view that case governed the present case.

KAY, L.J., concurred, and said that the Court of Appeal in *Hudditine v. Simmons* (41 W.R. 67; 1892, 2 Q.B. 547) decided that section 9 of the Bills of Sale Act, 1882, did not contain anything requiring accuracy of statement of the consideration, or a statement of the whole bargain. Those two things were provided for in section 10 of the Act of 1878, and the effect of the registration of a bill of sale being void under section 10 of the Act of 1878, was, with respect to bills of sale for securing money, to render them void under the Act of 1882, so far as regards the chattels comprised in such bill of sale. If, therefore, the bill of sale in the present case was given subject to a condition not written on the same paper as the bill of sale itself, then the bill of sale was bad as to the chattels comprised in it. It was argued on behalf of the appellant that the words in section 10, "subject to any condition," meant only a condition against the grantee and in favour of the grantor, and that the condition in the present case omitted from the bill of sale was a condition in favour of the grantee and against the grantor. But the appellant's counsel had been obliged to admit, having regard to *Counsell's case*, that if a defeasance in favour of the grantee were omitted from the bill of sale, the bill of sale was bad, and in his lordship's opinion a condition stood on the same footing as a defeasance. It did not matter in whose favour the condition was, if omitted from the bill of sale it rendered the bill of sale void as to the chattels comprised in it. That view coincided with *Counsell's case*. His lordship considered that the language of James, L.J., in *Ex parte Colling* put too narrow a construction on the words of the Act, and having regard to the facts in *Ex parte Collins* that language might be treated as *obiter dicta*. The present case could not be distinguished from *Counsell's case*. In the present case one of the two instruments constituting the contract contained a condition that the debt should not be discharged except on payment of compound interest, but the other instrument (the bill of sale) executed on the same day did

not contain any notice of that condition which was part of the bargain on which the money was lent; it ought to have contained that condition, and the omission rendered the bill of sale void as to the chattels comprised in it.

A. L. SMITH, L.J., concurred.—COUNSEL, *Jelf, Q.C.*, and *Bonner; Channell, Q.C.*, and *H. Kisch. SOLICITORS, Victor Thomasset; Holdsworth & Payne.*

[Reported by M. J. BLAKE, Barrister-at-Law.]

### High Court—Chancery Division.

*Re HARRIS AND RAWLING'S CONTRACT*—Chitty, J., 1st and 6th February.

VENDOR AND PURCHASER—MISLEADING PARTICULARS—NO MENTION OF ADVERSE CLAIM.

Summons by vendor under the Vendor and Purchaser Act, 1874, claiming a declaration that the purchaser was not entitled to insist on the release of an adverse claim to part of the property sold. The vendors sold a warehouse by public auction, but did not disclose in their particulars or conditions of sale that the Corporation of Bristol were asserting a claim to the sole ownership of the west wall thereof, and the purchaser signed the contract without notice of such claim. No legal proceeding had been commenced or threatened by the corporation. Counsel for the vendor contended (1) that they were not bound to give notice of mere claims, even though such claims might end in litigation; and (2) that on the facts there was no substance in the claim of the corporation.

CHITTY, J., said that in his opinion the purchaser was right on both points. If the vendor knew of an idle or frivolous claim, it was said he was not bound to disclose it. Assuming that this was so, as to which he expressed no opinion, it was clearly the duty of the vendor to give notice of a claim which on the face of it was neither idle nor frivolous. As to the second point, the vendors had not made out on the evidence that the corporation's claim was clearly unfounded, and in the absence of the corporation he must decline to go into the question further.—COUNSEL, *Byrne, Q.C.*, and *Christopher James; Farwell, Q.C.*, and *Laws. SOLICITORS, Curthow & Wheeler, for Buckingham & Barry, Bristol; Meredith, for Francis Sturge, Bristol.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

*Re LLOYD, LLOYD v. CHAMBERS*—Chitty, J., 1st February.

WILL—SPECIFIC BEQUEST—BALANCE OF CURRENT ACCOUNT AT BANK—LETTER OF ADVICE FROM BRANCH OFFICE IN TRANSIT AT TIME OF DEATH.

A will contained the following provision and specific bequest—viz., "I desire to be buried in the Highgate Cemetery; the expenses of the funeral, the costs of the grave and tombstone, with a simple inscription of the day of my birth and the date of my death thereon, to be provided out of my current account with the Agra Bank, 35, Nicholas-lane, or any other bank in England at which I may have a current account at the time of my death, and if there be any of such current account still left after my funeral expenses and expenses of my grave and tombstone have been met then I leave and bequeath in equal shares such remainder sum to my two nephews, A. Lloyd and E. Lloyd." The testator died on the 1st of October, 1892, having at the time a current account at the Agra Bank, but at no other bank in England. He had, however, a floating account at the Indian branch of the Agra Bank, and pursuant to his directions the Indian branch on the 21st of September, 1892, sent a letter of advice to the head office, Nicholas-lane, directing them to credit the testator with a sum of £936 4s. received by the branch for him in India. This letter, which was in transit on the 1st of October, was received by the head office on the 10th of October, and the amount credited on the 11th of October to the testator's account, though the bank knew of his death. The specific legatees took out a summons, claiming to be entitled to this sum, contending that constructively or by operation of law it became part of the current account at the English branch directly the letter of advice was posted. The letter of advice assumed that there were funds in the head office to meet the advice. A debt of course had no locality in itself, but took the locality of the debtor, here, the head office: *Attorney-General v. Pratt* (22 W. R. 615, L. R. 9 Ex. 140 (*vide* especially judgment of Pigott, B.). Cases of transmission of specie or of chattels, as in *Lord Brooke v. Earl Warwick* (2 De G. & Sm. 425), were different. Here the actual debt was transmitted instantaneously, and the branch office freed from liability by acting on the testator's instructions, though doubtless the testator could not have drawn on the amount until the advice, i.e., the evidence of the debt, was received, the debt itself being *debitum in praesenti* when the advice was posted but *solvendum in futuro* when the advice was received and the amount credited.

CHITTY, J., said he could see no difficulty in ascertaining the meaning of the bequest. In his opinion it was a bequest of the balance standing to the credit of the testator's account at the time of his death, subject to certain payments therewith. The £936 4s. was not credited at the time of the testator's death. The fact that the bank would not have been bound to honour a cheque drawn on this account on the 1st of October was a fair test. A bequest of this kind was no doubt dangerous, because it depended on the state of things at the time of the death. This, however, was the testator's intention. The current account was *ipso facto* closed at the time of the death, and money received after that period, though the testator's in transit, ought to go to the credit of his executors. Money paid in by a stranger to the testator's account after his death

would not pass. If the testator had sent £50 in gold by a servant to the bank and died before it was paid in, that money would not pass. So a bequest of money in a desk would not pass money in a servant's hands on the way to be placed in the desk. His lordship was aware that money standing to the credit of a current account was only a debt, but here the testator had only given the debt due at his death, which did not include the £936 4s.—COUNSEL, *Paget; Byrne, Q.C.*, and *C. L. Coote. SOLICITORS, Sutcliffe & Summers; H. Sowton.*

[Reported by G. ROWLAND ALSTON, Barrister-at-Law.]

*Re BEENEY, FFRENCH v. SPROSTON*—North, J., 2nd February.

PRACTICE—ADMISSIONS—PAYMENT INTO COURT—R. S. C., XXXII., 6.

The plaintiffs were interested in a share of the residuary estate of a testator who died in 1872, one of them being tenant for life of the said share. The defendant was sole surviving executor and trustee of the estate. The plaintiffs' share had not been ascertained, but the defendant, down to Christmas, 1892, paid the tenant for life an annual sum by way of income. Not being able to obtain from the defendant any account or further payment, the tenant for life, in October, 1893, instructed her solicitors to recover the money. The solicitors wrote to the defendant, who, after some correspondence, called at their office on the 17th of November, 1893, when he saw the solicitors' managing clerk. According to the clerk's evidence it appeared that, in the course of the conversation which took place, the defendant admitted that the plaintiffs' share (which he said amounted to about £535) was uninvested, and that part of it was in a bank and the remainder in his own hands, and that he promised to appoint new trustees and pay over the said sum to them forthwith. The defendant did not fulfil this promise. On two subsequent occasions he made similar promises to the solicitors themselves, which he also failed to fulfil. The plaintiffs then commenced this action for the ascertainment of their shares, the removal of the defendant, the appointment of new trustees, and for the payment by the defendant of the said share into court or to the new trustees. This was a motion on behalf of the plaintiffs for payment into court by the defendant of the said share, with interest from Christmas, 1892. It was contended for the plaintiffs that the oral admissions made by the defendant were sufficient to enable the court to order payment in under ord. 32, r. 6. The defendant did not appear.

NORTH, J., said that, in his opinion, the recent decision of the Court of Appeal in *Hollis v. Burton* (1892, 3 Ch. 226) had not overruled the earlier cases of *London Syndicate v. Lord* (8 Ch. D. 84) and *Fryman v. Oer* (8 Ch. D. 148), and that there was nothing in the rule which necessitated that the admission should be in writing. His lordship thought that the facts of this case, as disclosed by the affidavits filed on behalf of the plaintiffs, which had been served on the defendant and which he had neglected to answer, constituted a sufficient admission, and he accordingly made the order asked for.—COUNSEL, *S. Druse. SOLICITORS, Gamlen & Burdett, for Cottrell & Son, Birmingham.*

[Reported by C. E. DUNCAN, Barrister-at-Law.]

### Winding-up Cases.

*Re LANDS ALLOTMENT CO.*—C. A. No. 2, 2nd February.

COMPANY—WINDING UP—DIRECTORS—MISPRASANCE—STATUTE OF LIMITATIONS—TRUSTEE ACT, 1888, ss. 1, 8—COMPANIES (WINDING-UP) ACT, 1890, s. 10.

Appeals from the decision of Wright, J., reported *ante*, p. 129. The first appeal raised two questions, first, whether directors of a company could be treated as trustees in respect of money of the company under their control and which had been misappropriated by them; and, secondly, if they could be so treated, whether they were entitled to rely on section 8 of the Trustee Act, 1888 (which section is not repealed by the Trustee Act, 1893), enabling trustees to claim the benefit of any Statute of Limitations. This section enacts that "In any action or other proceeding against a trustee or any person claiming through him, except where the claim is founded upon any fraud or fraudulent breach of trust to which the trustee was party or privy, or is to recover trust property, or the proceeds thereof still retained by the trustee, or previously received by the trustee and converted to his use, the following provisions shall apply:—(a) All rights and privileges conferred by any Statute of Limitations shall be enjoyed in the like manner and to the like extent as they would have been enjoyed in such action or other proceeding if the trustee or person claiming through him had not been a trustee or person claiming through him." Section 1, sub-section (3), of the Trustee Act, 1888 (which section also is not repealed by the Trustee Act, 1893), enacts that "for the purposes of this Act the expression 'trustee' shall be deemed to include . . . a trustee whose trust arises by construction or implication of law as well as an express trustee." The facts were as follows: In 1885 the Building Securities Co. was formed to take over the business and the liabilities of one Hobbs, a builder; Hobbs then owed the Lands Allotment Co. a sum of £35,000; the Building Securities Co. not having this sum in cash, offered the Lands Allotment Co. fully paid-up shares in the Building Securities Co. to the amount of £35,000, in satisfaction of Hobbs' debt, and this offer was accepted by the directors of the Lands Allotment Co. This transaction was referred to in the balance-sheet of that company (issued in March, 1885), as follows: "Assets by Building Securities Co., £35,000." At a general meeting of the Lands Allotment Co., held in April, 1885, at which certain directors of that company (including some of the respondents to these appeals) were present, Mr. Jabez Balfour, then a director of that company, in answer to a question put by a shareholder as to this entry in the balance-

sheet, stated that it was the amount paid by the Building Securities Co. in respect of an estate purchased from the Lands Allotment Co. In July, 1889, at a meeting of directors of the Lands Allotment Co. (at which, however, none of the present respondents were present) it was resolved to apply for 1,040 more shares in the Building Securities Co., and in October, 1889, at another meeting of the directors (at which the respondents Brock and Theobald were present) the minutes of the meeting of July, 1889, were confirmed, and the sum of £5,200 was paid in cash by the Lands Allotment Co. for the additional 1,040 shares in the Building Securities Co. At the general annual meeting of the Lands Allotment Co. in April, 1890, the respondent Brock presided as chairman, and made a speech in which, referring to the purchase of the additional 1,040 shares, he said, "We carefully considered the matter, and having regard to the excellent return on our then holding, and our confidence in the management of the Building Securities Co., we deemed it advisable that we should exercise our right of subscription, and we have since had no reason to regret our decision, seeing that the company is paying an eminently satisfactory dividend of 7 per cent." The Lands Allotment Co. having gone into liquidation, the official receiver, as liquidator, took out, under section 10 of the Companies Winding-up Act, 1890, two summonses against the present respondents as directors of the company to have it declared that they were jointly and severally liable to make good to the assets of the company the above-mentioned sums of £35,000 and £5,200 respectively, which the liquidator alleged had been misappropriated by the respective respondents. The first summons related to the £35,000, and the second summons to the £5,200. Wright, J., dismissed the first summons on the ground that, even if the respondent directors implicated in that transaction could be treated as trustees in respect of it, they were entitled, by reason of section 8 of the Trustee Act, 1888, to the benefit of the statutes of limitation, and as more than six years had elapsed since the date of the breach of trust, that their liability was statute-barred. He also dismissed the second summons as against the respondents Brock and Theobald on the ground that these two respondents had not been present at the meeting of July, 1889, at which the transaction as to the £5,200 was resolved on, and that their attendance at the meeting of October, 1889, when the minutes of the meeting of July were confirmed, did not render them liable for the misappropriation of the £5,200. The official receiver appealed from this decision on both summonses.

THE COURT (LINDLEY, KAY, and A. L. SMITH, L.J.J.) dismissed the appeals as against all the respondents except Brock, one of the respondents to the second summons, but as against him the appeal was allowed.

LINDLEY, L.J., said that as regards the transaction which was the subject-matter of the first summons, no doubt it would be *ultra vires* if the effect of it was to invest the money of the Lands Allotment Co. in the purchase of shares in the Building Securities Co.; but the real substance of that transaction was that the Lands Allotment Co. took £35,000 worth of shares in the Building Securities Co., in satisfaction of a debt due to the Allotment Co. by Hobbs, and he doubted if it was not within the powers of the directors of the Allotment Co. to take fully paid-up shares in any other company in satisfaction of a debt. But assuming that the transaction was *ultra vires*, the question was whether the directors were protected by section 8 of the Trustee Act, 1888; in his lordship's opinion they were. The court was asked to treat the directors as being liable on the footing of being guilty of a breach of trust, and yet it was urged that they could not claim the protection of that statute passed for the benefit of trustees. In applying that Act, regard should be had to what the law was previously; and although directors were not trustees, yet directors had always been treated as trustees in respect of any money or fund of the company in their hands or under their control which they had misappropriated, and had always been held liable to make good the money or fund misappropriated by them, and had always been held not entitled to plead the Statute of Limitations, because they were treated as trustees in respect of the money or fund misappropriated. Accordingly, when in 1888 an Act was passed to protect trustees and to allow them to plead the statutes of limitation, how could it be said that these directors could not have the benefit of that Act? In his lordship's opinion, the Act of 1888 applied to all directors of a company, who, having control of money of the company, by mistake or negligence misappropriated it; and therefore the Act applied to those directors who were the respondents to the first summons, and they were entitled to plead the Statute of Limitations. But it had been further argued on behalf of the appellant that there was a concealed fraud, and that that took the case out of the statute. The misappropriation of the fund in this case—assuming it to be *ultra vires*—was not fraudulent in any sense. His lordship could not say that the entry in the balance-sheet was inconsistent with the facts, and although the statement made by Jabez Balfour at the meeting of April, 1885, was undoubtedly misleading, his lordship could well understand that the respondent directors might not have realized the effect of that statement; the evidence was far too weak to justify the court in holding those directors liable as for concealed fraud in the transaction. On the facts as regards the second summons, there was clearly a misappropriation of the £5,200, that sum being actually paid for the additional shares in the Building Securities Co., and the statutes of limitation did not apply, as the misappropriation took place at the meeting held in July, 1889. Neither Brock nor Theobald, however (the directors who were the respondents to the appeal as to this summons), were present at that meeting, and although both of them were present at the meeting of October, 1889, when the resolution passed at the April meeting was confirmed, his lordship did not think that that alone would render them liable for the misappropriation. He knew of no authority for the proposition that a director, not a party to any misappropriation of the company's funds, should be held liable because he had not afterwards upset what had been done. In exonerating Theobald, therefore, the judge below had acted quite rightly. But as regards Brock, the case was dif-

ferent; having regard to the fact that he occupied the position of chairman at the further meeting of April, 1890, and to his own statement made in his speech at that meeting, he had so mixed himself up with, and taken such an active part in, the transaction that he ought to be made liable for it. The appeal should therefore be allowed as against Brock.

KAY, L.J., said that he would not decide whether the transaction as to the £35,000 was *ultra* or *intrâ vires*, although it would require a good deal of argument to convince him that it was *ultra vires*. But, assuming it to be *ultra vires*, what was the position of directors who made a misapplication of that kind? No doubt directors of a trading company were not trustees, nor *quasi* trustees, nor to be treated as trustees in any general sense; but if they had funds of the company under their control and dealt with those funds in a way beyond the powers of the company, then they were liable for breach of trust: *Re Faure Electric Accumulation Co.* (40 Ch. D. 141); *Re Forest of Dean Coal Mining Co.* (10 Ch. D., at p. 453). It had been argued that, as they were only *quasi* trustees, they did not come within the definition of "trustee" contained in section 1 of the Trustee Act, 1888. His lordship could not agree with that argument. He thought they were precisely within the words of that section, for how did this obligation of a director as a trustee arise if it did not arise by implication of law? It was asked, Why then did not the section expressly include directors? In his lordship's opinion it would have been quite wrong if it had done so, because directors were not always trustees; they were only trustees *quoad* the particular fund which they had misappropriated. In his lordship's opinion section 8 of the Trustee Act, 1888, exonerated the directors so constituted trustees, from the effect of their breach of trust. Then it was said there was a concealed fraud on the part of Jabez Balfour, in which the other directors concurred. Where the ground of action was fraud concealed, the time did not begin to run until that fraud was discovered. But here the ground of action—i.e., the misapplication of the money by investment in shares of the Building Securities Co., was not a concealed fraud or fraud at all. If the fact of that investment having been made had been fraudulently concealed from the shareholders it might be that time would not begin to run until discovery had been made. If the court were now dealing with Balfour, the question would be a more difficult one, on account of his utterly untrue statement, and his lordship would not say that as against Balfour the argument of concealed fraud might not prevail; but he was not prepared to say that the other directors were bound by Balfour's false statement. The evidence did not shew that they appreciated the effect of Balfour's statement and therefore concurred in it. His lordship did not doubt that they believed the transaction to be perfectly proper. In his opinion Wright, J., was right in holding that the claim was barred by the Statute of Limitations.

A. L. SMITH, L.J., concurred.—COUNSEL, *Finlay, Q.C., E. S. Ford, and Muir Mackenzie; Ingpen; Swinfen Eady, Q.C., Woodfall, and G. E. Tyrrell; H. Reed, Q.C., and C. E. E. Jenkins; Marshall Hall and E. C. Moore; Houghton. SOLICITORS, Phelps, Sedgwick, & Biddle; W. D. Cunningham; Snow, Fox, Beaumont & Riden; Linklaters; E. C. Rawlings.*

[Reported by M. J. BOAKE, Barrister-at-Law.]

### High Court—Queen's Bench Division.

**BEXLEY HEATH RAILWAY CO. (Appellants) v. NORTH (Respondent)—**  
3rd February.

**LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 121—COMPENSATION—LANDS HELD FOR LESS THAN A YEAR—SEVERANCE FROM OTHER LANDS HELD ON LEASE FOR THIRTY YEARS.**

This was a special case stated by a metropolitan magistrate sitting at Woolwich. The appellant company were empowered by Act of Parliament to take certain lands in the parish of Eltham by compulsory purchase. Part of such lands were held by the respondent on a lease from the Crown for thirty years from 1886. Under the lease the Crown had power in certain events to determine the tenancy of the whole or any part of the land on giving three months' notice. In May, 1891, the appellant company gave the respondent notice to treat for certain portions of his land. No further steps were taken under this notice by either party. In June, 1892, the Crown gave the respondent three months' notice to determine his tenancy of the portions of land comprised in the notice to treat. In July, 1892, the appellant company took possession of the land under section 85 of the Lands Clauses Consolidation Act, 1845, and took out a summons before a metropolitan magistrate sitting at Woolwich to assess the compensation to which the respondent was entitled under section 121. The magistrate held that he had no jurisdiction, but on an application to the Queen's Bench Division by the appellant company for a mandamus to the magistrate the court held that he had jurisdiction: see *Reg. v. Kennedy* (1893, I. Q. B. 533). The summons then came on for hearing, and on behalf of the appellant company it was contended that the respondent was not entitled to any compensation, except in respect of the value of the lands taken and the damage by severance or otherwise injuriously affecting the adjoining lands during the continuance of the unexpired term for which the lands mentioned in the notice to treat were held. It was agreed that if this view was correct the compensation should be assessed at £31 10s. The respondent contended that, in addition to that sum, he ought to be paid compensation for any loss he might sustain for damage done to him during his tenancy of the remainder of the lands still held by him under his lease by reason of his severance, or otherwise injuriously affecting the same. The magistrate adopted the respondent's view, and assessed the compensation at £386 10s. Section 121 of the Lands Clauses Consolidation Act, 1845, provides that "if any such lands

shall be in the possession of any person having no greater interest therein than as a tenant for a year, or from year to year, and if such person be required to give up possession of any lands so occupied by him before the expiration of his term or interest therein, he shall be entitled to compensation for the value of his unexpired term or interest in such lands and for any just allowance which ought to be made to him by an incoming tenant, and for any loss or injury he may sustain; or if a part only of such lands be required compensation for the damage done to him in his tenancy by severing the lands held by him, or otherwise injuriously affecting the same."

THE COURT (MATHEW and COLLINS, JJ.) allowed the appeal.

MATHEW, J., said that he had had considerable doubt and difficulty as to how the case should be dealt with, and he had reluctantly come to the conclusion that the decision of the court in *Reg. v. Kennedy* concluded the matter. The effect of that decision appeared to be that the magistrate would have had no jurisdiction to act if any compensation had been claimed in respect of the damage done to the rest of the severed property, but the court appeared to have been of opinion that no such claim was made, and that if such claim had been intended to have been put forward it ought to have been made under section 68. That being so, the court were now bound by that decision to hold that the lesser sum for which the compensation had been assessed was the amount that was recoverable; but leave to appeal would be given.

COLLINS, J., concurred. Appeal allowed.—COUNSEL, *Farwell, Q.C.*, and *Boyle; Winch, Q.C., Forman, and Spencer*. SOLICITORS, *Dollman & Pritchard; G. Whate*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

#### CLEMENTS v. LONDON AND NORTH-WESTERN RAILWAY CO.— 2nd February.

INFANT—CONTRACT OF SERVICE—AGREEMENT NOT TO SUE EMPLOYER UNDER  
EMPLOYERS' LIABILITY ACT, 1880—BENEFIT OF INFANT.

This was an appeal by the plaintiff from the judgment of the judge of the Bloomsbury County Court. The action was brought under the Employers' Liability Act. The facts of the case were not in dispute, and the amount of damages, if any, to which the plaintiff was entitled were agreed upon, the sole question being whether the plaintiff, who was an infant, was precluded from suing the company under the Act by reason of an agreement signed by him when he entered the company's service. The agreement, which was in a printed form, and which was signed both by the plaintiff and the plaintiff's father, was as follows:—

"Form of agreement to be signed by members under scale A and by the person authorized to sign the same on behalf of the company employing them." Memorandum of agreement:—

"It is hereby mutually agreed between the London and North-Western Railway Co. and William James Clements, of Brady-street, Whitechapel, who has requested to be admitted a member of the London and North-Western Railway Insurance Society, under scale A, as follows:—The employers agree to contribute to the funds of the society a sum equivalent to five-sixths of the premiums from time to time payable by the employee under the rules of the society, such contribution to be paid to the secretary of the society. In consideration thereof the employee agrees to accept such contribution and any advantages to which he may be entitled under the rules of the society in satisfaction and in lieu of any claims which he (or his representative in case of death) might or otherwise would have under the Employers' Liability Act, 1880, or any Acts amending it."

On the back of the contract were the particulars of scale A and the rules of the insurance society and a declaration signed by the plaintiff agreeing to be bound by the rules. The plaintiff paid a weekly subscription of 2d. and was entitled to relief amounting to 1s. a week during total disablement and to a lesser sum during partial disablement arising from accident occurring while in the discharge of duty. The rules provided (*inter alia*) that a claim for allowance might be disallowed if the committee were of opinion that the injury had been caused by the gross negligence of the employee or by his wilful act or if he would not allow the medical officer of the society to see him; that if three days were allowed to elapse before a claim was made by or on behalf of the injured person, he should be liable to forfeit all benefit for the time which might elapse between the third day and the date upon which the claim was made, and no claim should be recognized in any way by the committee in respect of any accident which through negligence was not reported within a month from the date of the accident; that the allowance was liable to be forfeited in the case of any person on the accident register who was out of his house after 9 p.m. or intoxicated; that any person who was guilty of criminal misconduct should forfeit all claim to the benefits of the society. The county court judge held, on the authority of *Lewis v. Fitzpatrick* (3 Q. B. 229) that the contract was for the benefit of the infant, and gave judgment for the defendant company.

THE COURT (MATHEW and COLLINS, JJ.), dismissed the appeal.

MATHEW, J., said that this was an action brought by an infant under the Employers' Liability Act, the defence being that the plaintiff had contracted himself out of the Act. On behalf of the plaintiff it was contended that the contract entered into by him was so prejudicial to him as to be void, and that, therefore, he was entitled to bring his action under the Act. It appeared that it was made a condition of the employment of the plaintiff by the defendant company that the plaintiff should become a member of a mutual insurance society under the rules of which he became entitled to compensation in cases of accidents, which, moreover, were not confined to those in which he could have recovered under the Act. In consideration of their employees entering into this arrangement the defendant company contributed largely to the funds of the society. That was a contract of service, and therefore *prima facie* for the benefit of

the infant. The law was clearly stated by Lord Esher, M.R., in *Corn v. Mathews* (1893, 1 Q. B. 310), which was a case of apprenticeship: "The mere fact that some of the conditions in the deed being against the apprentice does not enable us to say that the agreement is void. It would be impossible to frame any deed between master and servant in which there might not be some provisions against the servant. If we find any stipulations in the deed which make the whole unfair, then it would be void. But the stipulation must be so unfair as to make the whole unfair to render it void against the infant." Those observations equally apply to a contract of service as to one between master and apprentice. The law was laid down in practically the same terms by Fry, L.J., in *Frennan v. Barnum* (45 Ch. D. 430), with whose observations his lordship agreed. It might very well be that if the contract was on the whole fair in its terms the fact that in a certain event a small penalty might be incurred did not necessarily avoid it. The question was whether there was in the regulations which were incorporated in the contract of service any provision so unfair that the whole contract was rendered void. Reference had been made to certain of these rules, which it was said showed that the contract was so prejudicial to the infant that it ought to be held void. These rules were in his opinion perfectly reasonable and necessary for the management of a society such as this and for the protection of the members. The cases of forfeiture in the rules, which had been relied on for the plaintiff were not cases within the rule of law which protected infants from forfeiture being merely forfeitures of future benefits accruing to the society. He, therefore, agreed with the judgment of the county court judge that the contract was for the benefit of the infant, and the appeal must be dismissed.

COLLINS, J., concurred. Appeal dismissed.—COUNSEL, *Minton Sonhouse; Montague Shearman*. SOLICITORS, *New & Clark; C. H. Mason*.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

#### In the Matter of AN ARBITRATION BETWEEN GREGSON AND ARMSTRONG—3rd February.

ARBITRATION—GROUND FOR SETTING ASIDE AWARD—VIEW HELD BY ARBITRATOR IN PRESENCE OF ONE PARTY ONLY.

This was a motion on behalf of Gregson to set aside an award in an arbitration on the ground that the arbitrators had misconducted the arbitration, and that the award had been improperly procured. By an agreement of reference dated the 5th of October, 1893, and made between Gregson and Armstrong, certain matters in dispute between the parties as to a farm of which Gregson was the landlord and Armstrong the outgoing tenant were referred to arbitration. Each party appointed an arbitrator, and the two arbitrators nominated one David Marriott to be umpire. The arbitrators and umpire held a sitting on the 23rd of October, at which the parties attended with their solicitors, and the evidence in the case was then taken. At the conclusion of the sitting it was arranged that if the arbitrators required a view notice should be given to the parties. On the 18th of November a view was held, at which Armstrong was present, but Gregson was not, he not having had any notice. The arbitrators and umpire erroneously thought that one Weightman, who had given evidence on behalf of Gregson, and who attended the view, was authorized by Gregson to represent him. This, however, was denied by Gregson, and it appeared that Weightman was not present during the whole time occupied by the view. The arbitrators disagreed in their decision, and the umpire made his award on the 5th of December. Gregson now moved to set aside the award on the grounds stated above. On his behalf it was contended that if an arbitrator gave an audience to one of the parties without the other being present, that was a ground for setting aside an award. *Dobson v. Groves* (6 Q. B. 637) was relied on. On the other side it was argued that the facts did not disclose any ground for setting aside the award.

THE COURT (MATHEW and COLLINS, JJ.) granted the motion.

MATHEW, J., said that a certain latitude was always permitted in the conduct of an arbitration, but the arbitrators were bound to observe the fundamental rules of administration of justice. In this case the arbitrators had unfortunately received information from one party in the absence of the other. That brought the case within the authorities, and the award would, therefore, have to be set aside, but as the party who attended the view was not responsible for the omission to send notice to the other party, the award would be set aside without costs.

COLLINS, J., concurred.—COUNSEL, *Leeson Walton, Q.C.*, and *Simey; Scott Fox*. SOLICITORS, *Coots & Ball*, for *Simey, Son, & Niffs*, Sunderland; *Johnson, Weatherill, & Sturt*, for *Marshall*, Sunderland.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

#### SALE (Appellant) v. PHILLIPS (Respondent)—24th January.

LOCAL GOVERNMENT—FIRE ENGINE—"OWNER" OF LANDS AND BUILDINGS—EXPENSES INCURRED FOR USE OF FIRE ENGINE—TOWN POLICE CLAUSES ACT, 1847 (10 & 11 VICT. c. 89), s. 33—PUBLIC HEALTH ACT, 1848 (11 & 12 VICT. c. 63)—LOCAL GOVERNMENT ACT, 1858 (21 & 22 VICT. c. 98)—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55).

Case stated by justices for the Petty Sessional Division of Leominster, in the county of Hereford. The question was whether the respondent, William Phillips, was the "owner" of a farm called Whealbarrow Castle within the meaning of section 33 of the Town Police Clauses Act, 1847 (10 & 11 Vict. c. 89), and the Public Health Act, 1875 (38 & 39 Vict. c. 55), with which it is incorporated. The respondent was on the 11th of February, 1893, the tenant and occupier of the Whealbarrow Castle Farm, which is situated outside the limits of the borough of Leominster, but in the neighbourhood of the said limits, of which the Earl of Meath was the landlord and owner. On the 11th of February, 1893, in consequence of an

alarm being given, the fire engine belonging to the urban sanitary authority for the said borough was despatched to a fire at the said farm, which was in the occupation of the respondent as tenant from year to year. The charges of the fire brigade amounted to £43 18s. 9d., and on the 1st of September the justices heard an information preferred by the appellant, the town clerk of the borough, against the respondent under section 33 of the Town Police Clauses Act, 1847, for the purpose of recovering the said sum of £43 18s. 9d. The justices dismissed the information, being of opinion that action should have been taken against the owner, the Earl of Meath, but stated this case for the opinion of the High Court. By section 33 of the Town Police Clauses Act, 1847, the expenses of sending the fire engines may be recovered from the "owner," but "owner" is not defined. By section 171 of the Public Health Act, 1875, the provisions of the Town Police Clauses Act, 1847, with respect to fires are, for the purpose of regulating such matters in urban districts, incorporated with that Act. By section 4 of the Public Health Act, 1875, "owner" means "the person receiving the rack rent of the lands or premises in connection with which the word is used." It was contended for the appellant that upon the authority of *Lewis v. Arnold* (23 W. R. 729, L. R. 10 Q. B. 245) the respondent was the "owner" within the meaning of section 33 of the Town Police Clauses Act, 1847.

The Court (Lord Coleridge, C.J., and Day, J.) held that the respondent was not the owner within the meaning of the section. It was quite clear that *Lewis v. Arnold* was decided under a misapprehension. The judges in that case were misled because they were told that there was no Parliamentary definition in the Town Police Clauses Act, 1847, but they were not told there was a definition in the Public Health Act, 1848, amended by the Local Government Act, 1858. The definition of the word "owner" was laid down by Parliament itself—i.e., the owner of the rack rent. The appeal must be dismissed. Appeal dismissed.—COUNSEL, James Cornew and Arthur Hughes; Bosanquet, Q.C. SOLICITORS, H. Andrews, for W. T. Sale, Leominster; Chester & Co.

[Reported by J. E. Aldous, Barrister-at-Law.]

#### DE MATTOS v. BENJAMIN—24th January.

GAMING—AGENT EMPLOYED TO MAKE BETS—EMPLOYMENT OF AGENT TO BET FOR PRINCIPAL—ACTION FOR MONEY HAD AND RECEIVED—GAMING ACT, 1892 (55 VICT. c. 9).

Appeal from a judgment of Mr. Commissioner Kerr sitting at the City of London Court. The question was whether, when an agent has received the amount of a bet made by him on behalf of a principal, the principal can recover from the agent the amount so received by him. In August, 1893, the plaintiff, De Mattos, employed the defendant, Benjamin, as his agent to make bets for him. Benjamin subsequently furnished De Mattos with an account shewing a balance due to De Mattos of £15 2s. 8d. Benjamin not having paid any of that money to De Mattos, the latter brought an action in the City of London Court against Benjamin for money had and received. Mr. Commissioner Kerr gave judgment for Benjamin, the defendant, holding that the plaintiff, De Mattos, was deprived by the operation of the statutes 8 & 9 Vict. c. 109 and 55 Vict. c. 9 of his right to recover the money. The plaintiff now moved that the judgment of Mr. Commissioner Kerr might be set aside, and that judgment might be entered for the plaintiff for the amount claimed and costs. By the Gaming Act, 1892 (55 Vict. c. 9), it is enacted that "any promise, express or implied, to pay any person any sum of money paid by him under or in respect of any contract or agreement rendered null and void by the Act of the eighth and ninth Victoria, chapter one hundred and nine, or to pay any sum of money by way of commission, fee, reward, or otherwise in respect of any such contract, or of any services in relation thereto or in connection therewith shall be null and void, and no action shall be brought or maintained to recover any such sum of money."

The Court (Lord Coleridge, C.J., and Day, J.) held that the judgment must be reversed. The Gaming Act, 1892, said what was reasonable and right. It made illegal all parts of the transaction included in its scope, including the act of a person who, as a commission agent, effected an illegal contract. That was perfectly right and reasonable. But it did not enable a person who had received money upon behalf of another to retain it for his own use. It did not go on to enact that if B. received money from A. to pay over to C., B. would be entitled to put it into his own pocket. There must be judgment for the plaintiff. Judgment for the plaintiff.—COUNSEL, E. H. Carson; William Campbell. SOLICITORS, Day, Russell, & Co.; R. G. Porteous.

[Reported by J. E. Aldous, Barrister-at-Law.]

#### SINGER MANUFACTURING CO. v. LONDON AND SOUTH-WESTERN RAILWAY CO.—5th February.

RAILWAY COMPANY—GOODS DEPOSITED IN CLOAK-ROOM—LIEN FOR CHARGES—TRUE OWNER.

The question in this case was whether the defendant railway company were entitled to retain a sewing machine, the property of the plaintiffs, which had been deposited in their cloak-room, until their cloak-room charges were paid. The facts were shortly as follows:—The sewing machine was let by the plaintiffs to Woodman on a hiring agreement, the price to be paid by weekly instalments, and the machine to remain the property of the plaintiffs until all the instalments were paid. It was admitted that while the machine was in the custody of Woodman he was at liberty to take it with him from place to place, and, if he thought fit, to deposit it at the cloak-room of a railway station. Woodman deposited the machine in the cloak-room at one of the defendants' railway stations, where it remained for several months. The cloak-room ticket was sent to the plaintiffs by Woodman, and the plaintiffs claimed that the machine

should be handed over to them. The defendant company declined to do so except upon the terms of their cloak-room charges being paid. The cloak-room ticket was issued subject to conditions which provided for a charge being made for the time during which articles remained in the cloak-room. The plaintiffs brought an action in the Southwark County Court against the defendants for the illegal detention and conversion of the machine, and the county court judge gave judgment for the defendants. The plaintiffs appealed, and contended that the defendants were not entitled to claim, as against the true owner, a lien upon goods for their charges; such a right was confined to the cases of innkeepers and carriers, and depended upon the existence of an obligation to receive the goods; that obligation did not exist as regards the cloak-rooms of railway companies, and deposited goods could only be held against the depositor of them, not against the true owner, with whom there was no contract: *Hollis v. Claridge* (4 Taunt. 807); *Hiscox v. Greenwood* (4 Esp. 174); *Castellain v. Thompson* (13 C. B. N. S. 105). On the other hand, it was contended that the defendants were entitled to hold the machine until their charges were satisfied: *R. v. Humphrey* (M'Clell. & Young, 173); *Moor v. Pickering* (8 Ch. D. 372); *De Rothschild v. Morrison, Kekewich, & Co.* (24 Q. B. D. 750); *Naylor v. Mangles* (1 Esp. 109). Moreover, railway companies were obliged to provide cloak-rooms as "reasonable facilities" for the traffic on their railway: *Railway and Canal Traffic Act, 1854*, s. 2; *South-Eastern Railway Co. v. Railway Commissioners* (6 Q. B. D. 586). They were therefore within the principle applicable to innkeepers, who had a lien on the goods of the guests whom they were bound to receive.

THE COURT (MATHEW and COLLINS, JJ.) dismissed the appeal.

MATHEW, J.—The hirer of this sewing machine deposited it in the defendants' cloak-room, and charges have been incurred owing to its remaining there. The hirer did not release it himself, but gave the owners notice of where it was, and they thereupon demanded that it should be given up. The defendants claim a lien upon it for the cloak-room charges. It could not be disputed that the hirer was entitled to take the machine with him by train, and incur what charges might be necessary for doing so. The question is, Does the same principle apply to the cloak-room charges? Railway companies are obliged by the Act of 1854 to "afford all reasonable facilities for the receiving and forwarding and delivery of traffic" upon their lines. I think that a cloak-room is one of the most reasonable of facilities, and I think that in receiving goods into their cloak-room they are acting as carriers and that they can claim a lien for their charges.

COLLINS, J.—I am of the same opinion. I think that this sewing machine must be taken to have been deposited in the cloak-room in the same way and subject to the same rights as if it had been given to the company for carriage. A cloak-room is, according to the modern decisions, a reasonable facility for traffic. If the company had carried this sewing machine they would undoubtedly have a lien for their costs of carrying it, and I think that the same principle applies where an article has been placed in their cloak-room. They are bound to provide reasonable facilities, and on that ground I think that they have this lien against the true owner as well as against the depositor. Another ground for this decision is that the owners had put it into the power of the hirer to use this sewing machine for all reasonable purposes. He might travel with it and might deposit it in the cloak-room. The railway company had certain rights against him, and I think they have the same rights against the owner. Appeal dismissed.—COUNSEL, Chur and William Russell; R. B. Acland. SOLICITORS, G. D. Wansborough; Bircham & Co.

[Reported by T. B. C. Dill, Barrister-at-Law.]

#### Solicitors' Cases.

*Re TAYLOR, SONS, & TARBUCK (SOLICITORS)*—North, J.,  
2nd February.

SOLICITOR AND CLIENT—COSTS—TAXATION.

Messrs. Taylor, Sons, & Tarbuck, who had acted as solicitors for Mr. C. Fairclough in an arbitration, delivered to their client on the 27th of October, 1892, a list of counsels' and witnesses' fees, and on the 10th of May, 1893, their bill of costs, excluding the said fees. On the 24th of October, 1893, Fairclough obtained an order of course for the taxation of two bills of costs; the certificate to be given within a month, unless the taxing master extended the time. On the 7th of December the parties attended before the taxing master, when the objection was taken that the list of fees was not a bill of costs at all, and that the taxing master could not tax the bill of the 10th of May alone under the order to tax two bills. The taxing master upheld the objection. On the 19th of December the parties again attended before the taxing master, when he decided that, as he had not extended the time and the month had elapsed, the order to tax was inoperative, and that he could not make any order as to costs. He suggested, however, that it would be reasonable if the petitioner were to pay Messrs. Taylor two guineas for their costs. Fairclough's solicitors then wrote to Messrs. Taylor's London agents offering to pay the two guineas. The agents answered that they would consult Messrs. Taylor. No further answer was ever given. On the 8th of January, 1894, Fairclough obtained another order of course to tax the bill of costs of the 10th of May only. This was a motion on behalf of Messrs. Taylor to discharge the second order as having been obtained by the suppression of material facts.

NORTH, J.—Mr. Fairclough, having received no answer to his offer to pay the two guineas as costs of the first order, took the law into his own hands, and applied for a second order, no mention being made of the first order. In my opinion his solicitors made a mistake in doing

so, not in bad faith, but still a mistake in practice. Having got the order to tax, and so suspended for a month Messrs. Taylor's power to sue, they again suspend their remedy by applying for a second order without mentioning the first. On a proper application by summons they would have obtained an order for taxation, but it would not have been the same as the order of course, it would have included a direction for taxation and payment of the costs of the first application. It is said that is a mere question of technicality, because an offer to pay the costs had been made. But that is not so. The only offer was to pay two guineas; and while Messrs. Taylor were considering this offer Mr. Fairclough applied for a second order, and by a mistake in practice—by omitting to disclose material facts—obtained an order in common form. It will be unnecessary, however, to discharge the order, for the parties would be put to useless expense. I shall therefore direct the taxing master to proceed with the present order, but to tax also Messrs. Taylor's costs of the first application and of this motion, these costs to be brought into account.—COUNSEL, *Wurzburg; Humphry.*

[Reported by C. F. DUNCAN, Barrister-at-Law.]

*Re A SOLICITOR—Chitty, J., 1st February.*

SOLICITOR—BILL OF COSTS—DELIVERY OF BILL—PAYMENT—TAXATION—  
SOLICITORS ACT (6 & 7 VICT. c. 73), s. 37.

This was an application for delivery by the solicitor of bills of costs and taxation of the same. The solicitor had acted for the applicant for several years in numerous proceedings and transactions. In respect of the costs charged for work prior to 1891 the applicant had given a promissory note, on which the solicitor had obtained a judgment by default in 1891. It was argued that taxation of these costs could be ordered if special circumstances were shewn: *Solicitors Act, 1843, s. 37*, and that at least a bill could be ordered to be delivered: *Duffett v. McEvoy* (10 App. Cas. 300, 33 W. R. Dig. 238). *Re West, King, & Adams* (40 W. R. 644; 1892, 2 Q. B. 102), and *Re Blackmore* (13 Beav. 154) were also referred to.

CHITTY, J., held that the judgment precluded an order for taxation, and that a bill could not under these circumstances be ordered to be delivered.

The solicitor continued to act for the applicant after the judgment, and in September, 1892, there was a settlement of accounts between them, in accordance with which the solicitor released certain securities which he held, and the applicant gave him a promissory note for the balance appearing to be due to the solicitor. The note had not been paid. It was alleged that a draft bill of these costs had been seen and assented to by the applicant, and a summary thereof had admittedly been signed by him. But there was no evidence of any explanation having been made to him by the solicitor that the result would be to preclude taxation of these costs. For the applicant it was said that there was nothing which amounted to payment: see *Re Loughborough* (23 Beav. 439, 6 W. R. Ch. Dig. 19), *Re Stogdon* (56 L. J. Ch. 420, 35 W. R. Dig. 60); there was no binding agreement: *Re Lewis* (24 W. R. 1017, 1 Q. B. D. 724), *Re Fernandes* (W. N., 1878, p. 57), and the giving of a promissory note was not of itself payment: *Re Romer & Haslam* (1893, 2 Q. B. 286). The solicitor was willing to deliver a bill and to have it taxed if he was put in the position that he was in at the time of the above settlement of accounts, and it was argued for him that the applicant could not repudiate such settlement without restoring the securities given up in pursuance thereof by the solicitor. It was also said that what passed was evidence of delivery of a bill: *Phipps v. Daubney* (16 Q. B. 514); and that the client could waive delivery of a signed bill: *Re Gedye* (14 Beav. 56). *Ex parte Hemming* (28 L. T. O. S. 144, 5 W. R. C. L. Dig. 141) was also referred to.

CHITTY, J., said that the solicitor must deliver a bill and submit to taxation. There was no evidence to shew that the acceptance of the promissory note was equivalent to payment, and in the absence of such evidence it only amounted to conditional payment of the bill. Then the evidence did not shew that there was a lien on the securities for the bill of costs, and what had occurred in regard to them did not make it unjust to direct taxation.—COUNSEL, *G. White; Peterson.*

[Reported by J. F. WALEY, Barrister-at-Law.]

*SHORTER v. TOD HEATLEY—Kekewich, J., 1st February.*

PRACTICE—SOLICITOR—COSTS—WITNESS ACTION—NON-ATTENDANCE OF MATERIAL WITNESS—SOLICITOR ORDERED TO PAY COSTS PERSONALLY—  
R. S. C., LXV. 5, 11.

On this action being called on for trial, counsel for the defendant asked that it might stand over, on the ground of the illness of a material witness. Counsel for the plaintiff did not oppose the application, but asked that the costs of the day should be paid by the defendant, which counsel for the defendant agreed to do.

KEKEWICH, J., held that the court has jurisdiction under ord. 65, rr. 5 and 11, to order a solicitor personally to pay the costs, and that this was a case in which such order should be made, on the ground that the business of the court was interfered with by the omission of the solicitor to cause the application to be made in time to prevent the case being inserted in the day's list, and that the action must stand over generally—the solicitor for the defendant to pay the costs of the day personally.—COUNSEL, *Renshaw, Q.C., and F. T. Procter; Warminster, Q.C., and Alexander Young.*

[Reported by F. T. DUKE, Barrister-at-Law.]

Lord Hannon's condition is stated to be still favourable, and he is able now to be on the sofa for a short time daily.

THE CHRONOLOGICAL INDEX TO THE STATUTES.

A LETTER signed by a number of the members of the Junior Bar has been sent to the Bar Committee, bringing to their notice the great inconvenience which is experienced, and which as time goes on will be experienced in a greater degree, through the non-publication of the Chronological Table of the Statutes; and stating that this Table, which was bound up with the first eleven editions of the Index to the Statutes published at intervals between 1870 and 1889, has been omitted from the twelfth edition published in 1893; that the several editions of the Table and Index have been prepared under the direction of the Statute Law Committee at the expense of the Treasury, and a large part of each edition has hitherto been purchased by the Incorporated Council of Law Reporting, and issued to subscribers to the Law Reports; that the Index to the Statutes is the sole authoritative guide to legislation on the various subjects comprised in the Statute Book; the Chronological Table is its necessary complement, being the sole comprehensive guide to the extent to which each particular Act has been repealed or amended by subsequent legislation. In the work of preparing arguments and opinions in cases involving statutory law, in the writing and editing of text books on subjects of statutory law, and in the preparation of Parliament Bills, it is impossible, except with great labour and risk of error, to proceed without reference to the Index and Table. That as the Bar Committee might be aware, Sir Richard Webster, on the 8th of December, put the following question to the Secretary of State in the House of Commons:—"Whether any and what steps have been taken towards publishing the Chronological Table of Statutes which was omitted from the last edition of the Index to the Statutes, printed for Her Majesty's Stationery Office, and as to which he promised to confer with the Statute Law Committee." To this question Sir J. Hibbert replied as follows:—"Since my honourable and learned friend's question was placed on the paper, I have referred the matter to the Statute Law Committee, who met on Wednesday last and passed the following resolution:—'The committee are of opinion that the Chronological Table is of great value, and for that reason had the table prepared for publication to the end of the session of 1892, but in the face of the adverse opinion expressed by the Committee of Law Reporting, who had been previously the chief purchasers, it was not thought right to incur the expense of printing and publishing.' Under these circumstances I do not see my way to meet the wishes of my honourable and learned friend"; and suggesting that the Bar Committee should in such manner as they think fit communicate with the Statute Law Committee and the Treasury with a view not only to the immediate publication of a new edition of the Chronological Table, but also to placing the periodical publication of both the Index and the Table on a satisfactory footing.

The Bar Committee placed the memorial before the Council of Law Reporting, and received the following reply:—

"10, Old-square, Lincoln's-inn.

"January 27th, 1894.

"Dear Sir,—I have to acknowledge the receipt of your letter of the 23rd instant, accompanied by one dated the 16th instant, received by you, signed by several members of the bar, alleging that great inconvenience was experienced through the non-publication by the Statute Law Committee of the Chronological Table of the Statutes which had been omitted in the recent publication of the 12th edition of the Index to the Statutes, which omission it was alleged had arisen from the action of the council, and in reply, I am directed by the council to inform you that there is no ground whatever for the statement that the Council of Law Reporting ever expressed the opinion that 'neither the Chronological Table nor the Index was of use to the legal profession.' The council were never consulted by the Statute Law Committee or the Stationery Department on the omission of the Chronological Table from the 12th edition of the Index. In the year 1892 the Stationery Department or the Statute Law Committee applied to the council to take copies of the proposed new edition of the Table and Index for distribution amongst their subscribers. The new edition covered a period of three years next after the issue of the previous edition. The council were at that time (1892) engaged in the compilation of their twenty-five years' Digest, which was a work entailing very large expense in that year. They had, hitherto, distributed the Chronological Table and Index gratuitously amongst their subscribers, at an expense to the council not far short of £3,000 for each edition, and on the last occasion exceeding that sum, and they did not think it would be satisfactory to undertake the distribution on other terms, or (in other words) to sell the Table and Index separately from the Reports. The council was of opinion, from a financial point of view, that five years was a sufficient interval at which to bring out a new edition of the Table and Index, and they so informed the secretary of the Statute Law Committee so far back as the 29th of June, 1890, and accordingly, on the 11th of April last, they declined to purchase the new edition covering a period of three years only. This is all that took place between the Stationery Department and the council. There was no difference of opinion between the department and the council as to the value of the work when published. The only question was whether it should be published at intervals of three years or five years or more. The Statute Law Committee determined to publish their new edition at an interval of three years only since the last previous one, and it is believed omitted the Chronological Table as the less useful part in order to save expense. Certainly they never consulted the council or invited any expression of opinion from them, and no opinion as to it was offered or given. I am directed to add that the council do not conceive it to be any part of their duty to supply the profession with the work, but in the past they did so, feeling that it would be of practical

utility, and hence it was that at considerable cost they distributed gratis copies to the profession. When the occasion arises they may perhaps do so again.

"Believe me,  
"Yours faithfully,

"JAMES T. HORWOOD, Secretary.

"P.S.—As requested, I return you the Memorial presented by some members of the bar to your committee, but I shall be glad to have a copy if you can spare one.

"S. H. S. Loftus, Esq.,

"Hon. Sec. Bar Committee,  
"Farrar's-building, Temple."

There is no difference of opinion on the Bar Committee as to the value or necessity of the publication of the Chronological Index, and they consider that it ought to be published at least every five years.

## LAW SOCIETIES.

### THE BOURNEMOUTH AND DISTRICT INCORPORATED LAW SOCIETY.

The first annual general meeting of this society was held on the 30th ult. in the society's library, Bournemouth, when there were present Messrs. J. Ballard, James Druitt, jun., W. H. Druitt, J. R. Eldridge, J. M. French, C. J. Haydon, C. R. Hutchings, C. J. Lacey, H. W. K. Rawlins, J. T. Ridley, L. Rumsey, G. J. Piercy, H. T. Trevanion, and E. H. Bone (hon. sec.).

The report of the committee and hon. treasurer's accounts for the year were adopted and passed.

The following officers of the society were re-elected for the year 1894—namely, president, Mr. James Druitt (Christchurch); vice-presidents, Messrs. H. Mooring Aldridge (Bournemouth) and Risdon D. Sharp (Christchurch); and hon. treasurer and secretary, Mr. Edward H. Bone. Messrs. D. W. Preston, H. T. Trevanion, and J. M. French were elected members of the committee, on retirement, in accordance with the rules, of Messrs. Preston, Trevanion, and W. H. Druitt, the last-named not offering himself for re-election. Messrs. H. W. K. Rawlins and L. Rumsey were elected auditors.

From the report of the committee it appears the society was incorporated in February last, and that the present number of members is thirty-six, and comprises nearly all the solicitors practising in Bournemouth.

A law library has been formed in connection with the society, and over £300 has been expended in the purchase of reports and text-books. The bye-laws provide for the use of the library by barristers, solicitors visiting the town, and articled clerks of library members.

In the evening the members of the society dined together at the Grand Hotel, Bournemouth, under the presidency of Mr. G. J. Piercy.

## LAW STUDENTS' JOURNAL.

### LAW STUDENTS' SOCIETIES.

**LAW STUDENTS' DEBATING SOCIETY.**—Feb. 6.—Mr. Clarence Harcourt in the chair.—The subject for debate was: "That, in the opinion of this society, the Budget proposals of Mr. Labouchere are unjustifiable." Mr. Neville Tebbutt opened in the affirmative. Mr. W. S. Henderson opened in the negative. The following members also spoke:—Messrs. Pritchard, A. Smith, E. A. Bell, Kinipple, A. E. Clarke, and Thirlby. Mr. Tebbutt having replied, the motion was carried by two votes. The subject for debate at the next meeting of the society, on Tuesday, the 13th of February, is:—"That the cases of *Monson v. Madame Tussaud* and *Monson v. Louis Tussaud* (see Times Law Reports) were wrongly decided."

## LEGAL NEWS.

### OBITUARY.

We regret to announce the death of Mr. CHARLES FRANCIS MORRELL, barrister, which occurred on the 3rd inst. Our readers have for several years had the advantage of his skill as a reporter of bankruptcy cases. His reports were always admirably clear, accurate, and concise. Mr. Morrell was the only son of Mr. T. S. Morrell, of The Grove, Bayon's Park, Lincolnshire, and was born in 1853. He was educated at Cheltenham College and Lincoln College, Oxford, where he graduated in 1875, and was called to the bar in 1877. He was a member of the Midland Circuit. Mr. Morrell was the author of "A Popular Statement of the Law of Wills, Probate, and Administration," "A Popular Statement of the Law of Insurance," "A Concise Statement of the Bankruptcy Act, 1883," and "Reports of Cases Decided under the Bankruptcy Act, 1883."

### APPOINTMENTS.

**Mr. HAROLD OXLEY CHAMBERLAIN SMITH**, solicitor, of the firm of Harold Smith & Görings, of 5, Furnival's-inn, Holborn, has been appointed Deputy-Coroner for the City and Liberty of Westminster.

**Mr. ROBERT FRANCIS CRAWLEY**, solicitor, 20, Whitehall-place, Westminster, S.W., has been appointed a Commissioner for Oaths. Mr. Crawley was admitted in March, 1882.

**Mr. ALBERT DIXON**, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Dixon was admitted in June, 1887.

**Mr. JAMES DIXON**, solicitor, Hull, has been appointed a Commissioner for Oaths. Mr. Dixon was admitted in July, 1887. He is deputy superintendent registrar.

**Mr. WM. EDWARDS**, solicitor, 16, Bartlett's-buildings, Holborn-circus, E.C., has been appointed a Commissioner for Oaths. Mr. Edwards was admitted in December, 1881.

**Mr. WM. FREDERICK FOSTER**, 4, Raymond-buildings, Gray's-inn, W.C., has been appointed a Commissioner for Oaths. Mr. Foster was admitted in May, 1878.

**Mr. EDWARD FRANCIS FISHER**, solicitor, 24, Essex-street, Strand, has been appointed a Commissioner for Oaths. Mr. Fisher was admitted in March, 1887.

**Mr. WM. ARTHUR FOSTER**, solicitor, Wolverhampton, has been appointed a Commissioner for Oaths. Mr. Foster was admitted in April, 1886.

**Mr. JOHN ROBERT GAULTER**, solicitor, Kirkham, has been appointed a Commissioner for Oaths. Mr. Gaultier was admitted in August, 1887.

**Mr. FREDERICK LYTTLETON GREEN**, solicitor, Knighton, Radnor, has been appointed a Commissioner for Oaths. Mr. Green was admitted in March, 1883.

**Mr. GEORGE CHARLES GARDINER**, solicitor, 4, Old Serjeant's-inn, Chancery-lane, has been appointed a Commissioner for Oaths. Mr. Gardiner was admitted in August, 1887.

**Mr. JOHN ST. AUBREY MANSELL Gwynne-Griffith**, solicitor, 63, Lincoln's-inn-fields, W.C., has been appointed a Commissioner for Oaths. Mr. Gwynne-Griffith was admitted in November, 1886.

**Mr. JOHN PALBY HUBBERTY**, solicitor, Leeds, has been appointed a Commissioner for Oaths. Mr. Hubberty was admitted in February, 1887.

**Mr. WM. GARFORTH HAMPSON**, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Hampson was admitted in August, 1881.

**Mr. ROBERT BERTRAM JONES**, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Jones was admitted in August, 1887.

**Mr. WM. HENRY JAGO**, solicitor, Plymouth, has been appointed a Commissioner for Oaths. Mr. Jago was admitted in October, 1886.

**Mr. THOS. WM. JAMES**, solicitor, Swansea, has been appointed a Commissioner for Oaths. Mr. James was admitted in May, 1887.

**Mr. HENRY ERNEST JAMES**, solicitor, Workington, has been appointed a Commissioner for Oaths. Mr. James was admitted in August, 1887.

**Mr. GRAHAM KEITH**, solicitor, Ely-place, Holborn, has been appointed a Commissioner for Oaths. Mr. Keith was admitted in February, 1883.

**Mr. ARTHUR CARDEN LOCKWOOD**, solicitor, Chester, has been appointed a Commissioner for Oaths. Mr. Lockwood was admitted in September, 1887.

**Mr. RICHARD HENRY LANDOR**, B.A., LL.M., solicitor, Wolverhampton, has been appointed a Commissioner for Oaths. Mr. Landor was admitted in July, 1884.

**Mr. JAMES GRAHAM LEMON**, solicitor, Temple Chambers, E.C., has been appointed a Commissioner for Oaths. Mr. Lemon was admitted in December, 1885, after passing the Final Examination with honours.

**Mr. ARTHUR EDWARD MURRAY**, solicitor, St. Columb Major, has been appointed a Commissioner for Oaths. Mr. Murray was admitted in June, 1887.

**Mr. CHAS. EDWARD ARTHUR MOORE**, solicitor, Leominster, has been appointed a Commissioner for Oaths. Mr. Moore was admitted in July, 1887. He is coroner for the county of Hereford, clerk to the county magistrates Leominster Division, clerk to the borough magistrates, clerk to the Highway District Board, and clerk to the Shobdon Charity.

**Mr. JAMES POMEROY**, solicitor, Bristol, has been appointed a Commissioner for Oaths. Mr. Pomeroy was admitted in February, 1887.

**Mr. ARTHUR ERNEST GUY PRITCHARD**, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Pritchard was admitted in July, 1887.

**Mr. JOHN EMPSON TOPLIS POLLARD**, solicitor, Norwich, has been appointed a Commissioner for Oaths. Mr. Pollard was admitted in November, 1887.

**Mr. ARTHUR BROWN PORTER**, solicitor, Lincoln, has been appointed a Commissioner for Oaths. Mr. Porter was admitted in Michaelmas, 1882.

**Mr. ALBERT EDWARD PADDOCK**, solicitor, Stone, Staffordshire, has been appointed a Commissioner for Oaths. Mr. Paddock was admitted in February, 1887.

**Mr. PIERCY FITZROY ROUSE**, solicitor, 15, Philpot-lane, E.C., has been appointed a Commissioner for Oaths. Mr. Rouse was admitted in May, 1886.

**Mr. CHARLES LOCK RUDDOCK**, M.A. Oxon., solicitor, Ripponden, has been appointed a Commissioner for Oaths. Mr. Ruddock was admitted in August, 1887.

**Mr. THEOPHILUS HAYNES REED**, solicitor, 60, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Reed was admitted in June, 1887.

Mr. CECIL JOHN RAWLINSON, solicitor, 47, New Broad-street, E.C., has been appointed a Commissioner for Oaths. Mr. Rawlinson was admitted in May, 1887.

Mr. GEORGE HERBERT REYNOLDS, solicitor, Chester, has been appointed a Commissioner for Oaths. Mr. Reynolds was admitted in November, 1878.

Mr. EDWARD ROBINSON, solicitor, 59, Chancery-lane, W.C., has been appointed a Commissioner for Oaths. Mr. Robinson was admitted in December, 1887.

Mr. WILLIAM WILKINSON SLATER, B.A. Camb., solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Slater was admitted in June, 1883.

Mr. THOMAS SPROAT, solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Sproat was admitted in January, 1887, after passing the Final Examination with honours. He is a notary.

Mr. DOUGLAS QUINTON STEEL, B.A. Camb., solicitor, Liverpool, has been appointed a Commissioner for Oaths. Mr. Steel was admitted in August, 1881.

Mr. EDWARD JOHN STOKES, solicitor, 7, Furnival's-inn, has been appointed a Commissioner for Oaths. Mr. Stokes was admitted in August, 1887.

Mr. SAMUEL STROVER, solicitor, West Hartlepool, has been appointed a Commissioner for Oaths. Mr. Strover was admitted in November, 1886. He is registrar and high bailiff of the county court, and registrar of the High Court.

Mr. THOMAS STUART, solicitor, Manchester, has been appointed a Commissioner for Oaths. Mr. Stuart was admitted in January, 1887.

Mr. FREDK. WM. STONEHAM, solicitor, 151, Fenchurch-street, has been appointed a Commissioner for Oaths. Mr. Stoneham was admitted in April, 1884.

Mr. WM. SWAINE, solicitor, Halifax, has been appointed a Commissioner for Oaths. Mr. Swaine was admitted in August, 1887.

Mr. FREDERICK STEVENS, solicitor, Reading, has been appointed a Commissioner for Oaths. Mr. Stevens was admitted in April, 1886. He is Deputy Town Clerk of Reading.

Mr. RICHARD SANDFORD, solicitor, Shrewsbury, has been appointed a Commissioner for Oaths. Mr. Sandford was admitted in August, 1887.

Mr. JAMES ASHLEY BINFORD SHUTE, solicitor, Birmingham, has been appointed a Commissioner for Oaths. Mr. Shute was admitted in December, 1884. Mr. Shute is a commissioner to take acknowledgments of married women for the High Court, Fort William, Bengal.

Mr. ROBERT TWEDDY SMITH, solicitor, 61, Carey-street, W.C., has been appointed a Commissioner for Oaths. Mr. Smith was admitted in July, 1887.

Mr. WM. ERNEST TETLEY, solicitor, Bradford, has been appointed a Commissioner for Oaths. Mr. Tetley was admitted in December, 1882.

Mr. ALEXANDER TROTTER, solicitor, Lincoln, has been appointed a Commissioner for Oaths. Mr. Trotter was admitted in February, 1882, after passing the Final Examination with honours. He is deputy coroner for the City of Lincoln.

#### INFORMATION WANTED.

A MISSING WILL of late JAMES SIMMONS, which was left in 1872 at a solicitor's office somewhere in the City. If anyone has found it a handsome reward will be made to him.—Apply to W. Simmons, Esq., Field-end, Shotter Mill, Surrey.

#### GENERAL.

Mr. Choate, the New York attorney, says the *Albany Law Journal*, having arrived at the old-sighted age, did not recognize it, or did not wish to commence the use of glasses. In pleading a cause he had difficulty in seeing his notes, and in order properly to decipher his manuscript kept holding his paper further and further off. On one occasion this annoyed the judge that he at last burst out with: "Mr. Choate, I would advise you to get one of two things—either a pair of tongs or a pair of glasses."

The Orient Co. commence their programme of pleasure cruises for 1894 with the *Garonne*, which is announced to leave London on the 22nd inst., for a cruise to Portugal, Morocco, the *Belearic Isles*, Sicily, Palestine, Egypt, and Algeria. The ship calls at Nice on the 7th of March, so that passengers who prefer to embark there may delay their departure from London until the 6th of March. About a fortnight will be spent in Palestine, thus affording time to visit Damascus, Jerusalem, Bethlehem, Jericho, and the Jordan. At Alexandria there will be a stay of five days for passengers to visit Cairo. Malta, Algiers, and Gibraltar are touched at on the way home, and the ship arrives again in London on the 19th of April.

**WARNING TO INTENDING HOUSE PURCHASERS & LESSERS.**—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

#### COURT PAPERS.

##### SUPREME COURT OF JUDICATURE.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		Mr. Justice CHIFFT.	Mr. Justice LEATH.
	APPEAL COURT	MR. JUSTICE		
Monday, Feb. 12	Mr. Pemberton	Mr. Jackson	Mr. Jackson	Mr. Leach
Tuesday	Ward	Clowes	Godfrey	Godfrey
Wednesday	Pemberton	Jackson	Leach	Leach
Thursday	Ward	Clowes	Godfrey	Godfrey
Friday	Pemberton	Jackson	Leach	Leach
Saturday	Ward	Clowes	Godfrey	Godfrey
	Mr. Justice STIRLING.	Mr. Justice KEEWICH.	Mr. Justice BONES.	
Monday, Feb. 12	Mr. Farmer	Mr. Carrington	Mr. Bonal	
Tuesday	Bolt	Lavie	Pugh	
Wednesday	Farmer	Carrington	Bonal	
Thursday	Bolt	Lavie	Pugh	
Friday	Farmer	Carrington	Bonal	
Saturday	Bolt	Lavie	Pugh	

#### BIRTHS, MARRIAGES, AND DEATHS.

##### DEATHS.

BAKER.—Feb. 4, at his residence, Roseneath, Newton Abbot, Devon, Robert Montague Baker, solicitor, aged 68.

MAJOR COOKE.—Jan. 30, at his residence, The Nest, 100, Brook-green, W., George Major Cooke, solicitor, of 9, Gray's-inn-square, aged 68.

MORRELL.—Feb. 3, at 2, Tavistock-place, W.C., Charles Francis Morrell, barrister-at-law, of 4, Essex-court, Temple, only son of T. S. Morrell, late of The Grove, Baynes Park, Lincolnshire.

PIDDOCHE.—Feb. 2, at Brampton Abbott's, John Leonard Piddoch, solicitor, of Ross, Herefordshire, and of Stanton Manor House, Derbyshire.

#### WINDING UP NOTICES.

*London Gazette*.—FRIDAY, Feb. 2.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

BRAUNTON & CO., LIMITED.—Petition for winding up, presented Jan 20, directed to be heard on Wednesday, Feb 14, Birdwood, 23, Leaderhill st., colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

BEDFORD AND KEMPSTON TRAMWAYS CO., LIMITED.—Petition for winding up, presented Feb 1, directed to be heard on Wednesday, Feb 14, Lethbridge & Prior, 25, Abingdon st., Westminster, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

CASTLE EDEN COAL CO., LIMITED.—Creditors are required, on or before March 22, to send their names and addresses, and particulars of their debts or claims, to William Gibson, 72, Church-st, West Hartlepool. J. & R. D. Proud, Bishop Auckland, colors for liquidator.

PRINCE & CO., LIMITED.—Petition for winding up, presented Jan 21, directed to be heard on Feb 14, Parker, 13, Bishopsgate st Within, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

UNION DAWNTURE CO., LIMITED.—Creditors are required, on or before Feb 22, to send their names and addresses, and particulars of their debts or claims, to Sidney Cronk, 44, Lombard st., Slaughter & May, 18, Austin Friars, colors for liquidators.

WEST INDIA SHIPPING CO., LIMITED.—Creditors are required, on or before March 16, to send their names and addresses, and full particulars of their debts or claims, to John Mactaggart Grant, 65, Cornwall.

##### FRIENDLY SOCIETIES DISSOLVED.

EARL OF SEPTON PROTESTANT SICK AND BURIAL SOCIETY, St. Peter's School, Beckville st., Liverpool. Jan 27.

POOR MAN'S FRIEND LODGE, National United Order of Free Gardeners, Imperial Hotel, Blackburn rd, Accrington, Lancs. Jan 27.

SANCTUARY UNITY, Ancient Order of Shepherds, Imperial Hotel, Southborough, Kent. Jan 27.

SOCIAL BROTHERS FRIENDLY SOCIETY, Duke of Suffolk Tavern, Brandon st, Walworth. Jan 27.

*London Gazette*.—TUESDAY, Feb. 6.

##### JOINT STOCK COMPANIES.

###### LIMITED IN CHANCERY.

CATER & CO., LIMITED.—Petition for winding up, presented Jan 31, directed to be heard on Feb 14, Morse, 4, Fenchurch avenue, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

CLARIDGE'S HOTEL, LIMITED.—Petition for winding up, presented Jan 31, directed to be heard on Feb 14, Caprons & Co, Savile pl, Conduit st., colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

LONDON AND SCOTTISH IRON CO., LIMITED.—Petition for winding up, presented Jan 29, directed to be heard on Feb 14, Beale & Co, Throgmorton House, Cornhill, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

LONDON AND SCOTTISH IRON CO., LIMITED.—Petition for winding up, presented Feb 5, directed to be heard on Feb 14, Stanley & Co, 45, Ludgate hill, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

MARINE HOTEL (BEXHILL) CO., LIMITED.—Petition for winding up, presented Jan 31, directed to be heard on Wednesday, Feb 14. Layton & Co, 23, Bridge row, Caernarvon, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

PUCKBRIDGE BREWERY, LIMITED.—Petition for winding up, presented Feb 1, directed to be heard on Feb 14. Clarke, 31, Great St. Helen's, E.C., colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

SOUTH LONDON PANTHEON CO., LIMITED.—Petition for winding up, presented Feb 2, directed to be heard on Feb 14. Cosedje & Howell, Temple cibis, Victoria Embankment, colors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Feb 15.

##### FRIENDLY SOCIETY DISSOLVED.

EVAN AB BEVAN LODGE, L. O. Trustee, St. David's Unity, Welcome to Town Inn, Neath, Glamorgan. Jan 27.

##### SUSPENDED FOR THREE MONTHS.

PERSEVERANCE TENT, 1, FEMALE BRANCH, L. O. Reddibbles, Salford Unity, Coffee Tavern, Bushdon, Northampton. Jan 20.

CREDITORS' NOTICES.  
UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.—FRIDAY, Jan. 26.*

ASHBURNER, LAWRENCE HUNTER, Blawith, Lancaster, Farmer Feb 28 Butler, Broughton in Furness  
 ATRES, EDMUND, Hyde Park pl, Esq April 1 Smith & Bydon, Lincoln's inn fields  
 BASSETT, LOUISE HAMMER, S Norwood, Widow Feb 28 Pitman & Son, Clement's lane  
 BATE, WILLIAM GARRAD, Yardley, Worcester, Gent Feb 19 Isaac & Co, Birmingham  
 BILLSON, WILLIAM, Loughborough, Clerk Feb 12 Deane & Hande, Loughborough  
 BLACK, ROBERT, Liverpool, Licensed Victualler Feb 23 Sefton, Liverpool  
 BROCKLEBANK, GEORGE, Annerley Feb 24 Newbon & Co, Doctor's Commons  
 BROWNE, MARIA, Blandford, Dorset, Widow March 25 Haigh, Coleman &  
 CAMPION, JOHN, Melburne, Derby, Gent Feb 25 Snape, Derby  
 CLELAND, JAMES, Clifton, Gent Feb 28 John Miller & Son, Bristol  
 COOPER, JOHN WILLIAM, Bray, Esq March 5 J A & B O Cooper, Bray  
 DANIEL, MRS DARKE KNIGHT JANE STEWART, Westbourne ter, Widow March 8 Burges, Bristol  
 DICKENS, ROBERT ARCHIBALD, Woodford, Stafford Feb 24 Neve & Co, Wolverhampton  
 DONKIN, BRYAN, Blackheath, Esq Feb 28 Street & Co, 27, Lincoln's inn fields  
 ELVY, SIR GEORGE JOB, Windlesham, Surrey March 20 Hallowes & Carter, Bedford row  
 FORSTER, MARY JANE, Thornley-lane Ends, Durham Feb 15 Stillman & Booth, Bishop Auckland  
 GRANT, ALEXANDER DUNBAR, Roehampton, Gent March 20 Paige & Grylls, Redruth  
 GRAVES, JOHN HENRY, Sutton on the Forest, Yorks, Farmer Mar 10 Cowling & Swift York  
 HALLOWS, FREDERICK JAMES, Whetstone, Actuary Mar 10 Scott & Co, Queen st  
 HANBURY, ALBERT GEORGE, Trull, Brewer Mar 1 Kite & Broomhead, Taunton  
 HARRIS, RICHARD WILLIAM, Richmond, Provision Dealer Feb 7 Faithful & Owen, Richmond  
 HARROD, FREDERICK HENRY, Great Yarmouth, retired Blockmaker Feb 24 Harmer & Radcock, Great Yarmouth  
 HOLMES, SARAH, Henton, York April 5 Hutchinson & Sons, Bradford  
 JUNIPER, ROBERT, Mundesley, Norfolk, Farmer Feb 26 Goodchild, Norwich  
 KEE, JAMES GEORGE, Liverpool, Pawnbroker March 1 Fennington & Higson, Liverpool  
 KIRK, JOHN, Whaley Bridge, Chester, Surveyor March 6 Johnsons, Stockport  
 LAMBERT, ISABELLA CATHERINE, Sutton, Spinster Feb 19 Walls & Co, Old Jewry  
 LEARY, ROBERT ELY, Lincoln, Printer March 3 Bettiley, Finsbury circus  
 LONCOMBE, ELIZABETH CATHERINE, Park sq, Spinster March 12 Garrard & Co, Suffolk street  
 LOTT, JOSEPH, Walton on Thames, Solicitor March 10 Welman & Sons, Southampton street  
 MANNOCH, WILLIAM, Murston, Kent, Licensed Victualler March 8 Farlow & Jackson, Sittingbourne  
 MATTHEWS, MARY JANE, Hastings, Widow March 1 Atter, Stamford  
 MILLMAN, WILLIAM, Gt James st, Solicitor March 10 Welman & Sons, Southampton st  
 MATTHEWS, MARGARET, Brighton, Widow March 8 Baileys & Co, Berners st  
 MCNERNEY, MATHEW, Birkenhead March 6 Kennedy & Co, Clement's inn  
 MORRIS, FRANCES GORE, Southport, Widow March 15 Marriott & Co, Manchester  
 NICHOLS, GEORGE, Battersea, Rate Collector Feb 17 Nichols, Lavender hill  
 NORTON, HENRY, Carmarthen, Gent March 10 Wilkinson & Marshall, Newcastle on Tyne  
 PICKTHALL, WILLIAM, Troutbeck, Windermere Feb 7 Grindrod, Liverpool  
 PIERS, EDWARD WILLIAMS, Southdown, Devon, Gent March 1 Board, Burnham  
 ROSS, GEORGE, Wetherby gardens, Gent March 10 Munns & Longden, Old Jewry  
 STRUTTON, MARY ANNE, Haverstock Hill, Widow Feb 28 Purrier & Son, Circus place  
 VAUGHAN, GEORGE LOUIS, Ascot Feb 24 Huxham & Rawlinson, Bedford row  
 WALKER, SAMUEL, Dalton, Licensed Victualler Feb 28 Brunskill, Great James st  
 WEAVES, HENRY EDWARD, Portman sq March 1 W. Capel Slaughter, Austinfriars  
 WESTERMAN, JOHN, Ossett, York March 10 Stewart & Co, Wakefield  
 WHITE, PERY HARRY, Cadogan sq, Surgeon Feb 27 White, Chancery lane

## BANKRUPTCY NOTICES.

*London Gazette.—FRIDAY, Feb. 2.*

## RECEIVING ORDERS.

ABSON, THOMAS, Bradford, Brush Manufacturer Bradford Pet Jan 27 Ord Jan 27  
 ALLEN, FRANK GRANT, Cambridge, Tailor's Trimmer Cambridge Pet Jan 30 Ord Jan 30  
 ATKINSON, CHARLES HENRY, Batley, Chemist Dewsbury Pet Jan 27 Ord Jan 27  
 BALL, LEWIS, Shepton Mallet, Blacksmith Wells Pet Jan 30 Ord Jan 30  
 BARTON, ROBERT GEORGE, Esher, Licensed Victualler Kingston, Surrey Pet Jan 29 Ord Jan 29  
 BATLINS, HENRY, Kemal rd, Timber Merchant High Court Pet Jan 3 Ord Jan 30  
 BRADBURY BROTHERS, Bradford, Fruit Merchants Bradford Pet Jan 29 Ord Jan 30  
 BRADY, GEORGE FREDERICK, and HENRY JAMES SYRETT, Queen st High Court Pet Jan 29 Ord Jan 29  
 BRENTWOOD, CHARLES, Sidcup Rochester Pet Dec 15 Ord Jan 29  
 BROWN, CHARLES, and ELIZA BROWN, Roxton, Beds, Farmers Bedford Pet Jan 29 Ord Jan 29  
 BROWN, GEORGE DANNY, Luton, Musician Luton Pet Jan 31 Ord Jan 31  
 BUCKLER, THOMAS WARRE, Tavistock st High Court Pet Dec 20 Ord Jan 30  
 BURGESS, ARTHUR, Newark, Furniture Dealer Nottingham Pet Jan 30 Ord Jan 30

CAINE, JOSEPH, Bolton, Confectioner Bolton Ord Jan 29 Ord Jan 29  
 CHAPMAN, JOHN ARTHUR, Sunderland, Machinist Sunderland Pet Jan 30 Ord Jan 30  
 CHAMBERS, BENJAMIN CLIFFORD, Bratton Cleverly, Farmer Plymouth Pet Jan 31 Ord Jan 31  
 CHABE, GEORGE THOMAS BURGESS, Southampton, Oil Merchant Southampton Pet Jan 30 Ord Jan 30  
 CROSSLEY, FRANK, Salford, Fringe Manufacturer Salford Pet Jan 31 Ord Jan 31  
 DOCKRAY, ALFRED, Leeds, Toy Manufacturer Leeds Pet Jan 29 Ord Jan 29  
 FROST, NIELS PETER, Northampton, Leather Factor Northampton Pet Jan 4 Ord Jan 27  
 GARDNER, WILLIAM, Cranham, Glos, Earthenware Manufacturer Gloucester Pet Jan 31 Ord Jan 31  
 GARNER, THOMAS, Sheffield, Builder Sheffield Pet Jan 30 Ord Jan 30  
 GIBSON, JOHN, Bourne, Malster Peterborough Pet Jan 30 Ord Jan 30  
 GRAHAM, JOSEPH, Carlisle, Coal Agent Carlisle Pet Jan 30 Ord Jan 30  
 GREGORY, RICHARD, Bolton, Slater Bolton Pet Jan 31 Ord Jan 31  
 HARELL, WILLIAM, Church Green, Salop, Bricklayer Shrewsbury Pet Jan 27 Ord Jan 27  
 HARRIS, SAMUEL LOUIS, Tredegar, Pawnbroker Tredegar Pet Jan 29 Ord Jan 29  
 HEINE, GEORGE PETER, Jermyn st, Gent High Court Pet Dec 11 Ord Jan 23

HIGGINS, FREDERICK, Bishopston, Glos, Grocer Bristol Pet Jan 30 Ord Jan 30  
 HILL, ALFRED, Wolverhampton, Fishmonger Wolverhampton Pet Jan 27 Ord Jan 27  
 HODDER, ROBERT, Portland, Contractor Dorchester Pet Jan 31 Ord Jan 31  
 HUMES, MOSES, Forest Hill, Electrician Greenwich Pet Jan 5 Ord Jan 30  
 JEACOCK, WILLIAM, Nottingham, Needle Manufacturer Nottingham Pet Jan 31 Ord Jan 31  
 JONES, JOHN ROBERT, Bethesda, Carnarvon, Boot Dealer Bangor Pet Dec 11 Ord Jan 30  
 LAWRENCE, WILLIAM EATON, Ewerby, Lincoln, Farmer Boston Pet Jan 6 Ord Jan 31  
 LOWATER, NATHANIEL, Nottingham, General Dealer Nottingham Pet Jan 29 Ord Jan 29  
 LUCAS, GEORGE, Walworth rd, upholsterer High Court Pet Jan 30 Ord Jan 30  
 MACDONALD, THOMAS, Cophall Avenue, Stock Broker High Court Pet Dec 21 Ord Jan 10  
 MARTIN, HENRY SKEWES, Falmouth, Tea Dealer Fruiter Pet Jan 30 Ord Jan 30  
 MILLAR, WILLIAM, Mincing Lane, Merchant High Court Pet Jan 30 Ord Jan 30  
 MITCHELL, JONAS, Leeds, Commission Agent Leeds Pet Jan 31 Ord Jan 31  
 MOORE, ROBERT, Ulverston, Dyer Ulverston Pet Jan 27 Ord Jan 27  
 MOSS, DENNIS WILLIAM, Ripon, Cabinet Maker Dewsbury Pet Jan 27 Ord Jan 27

NORRIS, ANDREW, Pontefract, Coal Miner	Waksfield Pet Jan 30 Ord Jan 30	Pooley, ALBERT FREDERICK, Penzance, Furniture Dealer	MARTIN, HENRY SKEWES, Falmouth, Tea Dealer Truro
OSBORN, WILLIAM, Luton, Baker	Luton Pet Jan 29 Ord Jan 29	Reynolds, ROBERT JAMES, Brighton, Cycle Agent	MARTIN, SAMUEL HOWARD, Hatton garden, Fancy Goods Importer High Court Pet Jan 29 Ord Jan 29
PAGE, GEORGE, Willesborough, Farmer	Canterbury Pet Jan 27 Ord Jan 27	ROBERTS, GWEN, Barmouth, Widow	MILNER, JAMES GOADOR, Little Thurlow, Captain in Militia Cambridge Pet Nov 10 Ord Jan 29
PIDDOCKE, JOHN LEONARD, Ross, Solicitor	Hereford Pet Jan 15 Ord Jan 31	Townhall, Aberystwyth	MITCHELL, JONAS, Leeds, Oil Merchant
REYNALTY, ELIZABETH, Brynmawr, Grocer	Tredgar Pet Jan 31 Ord Jan 31	Ogden's chmbrs, Bridge st, Manchester	Leeds Pet Jan 31 Ord Jan 31
ROGERS, HENRY, Pensanco, Butcher	Truro Pet Jan 30 Ord Jan 30	ROBERTS, LAURA, Abergavenny, Spinster	Moore, ROBERT, Ulverston, Dyer
ROGERS, WILLIAM EDWARD SAMUEL, St George, Commission Agent Bristol	Bristol Pet Jan 30 Ord Jan 30	Polic Court, Portmadog	Ulverston Pet Jan 27 Ord Jan 27
SCANTLIN, HENRY, Bethnal Green, Timber Merchant	High Court Pet Jan 29 Ord Jan 29	SAMPSON, THOMAS, Old Ford, Beerhouse Keeper	MORRIS, ANGELINA, Workshop, Hotel Keeper
SEBOLDINSKI, SAMUEL STANISLAUS, Brixham, Devon, Furniture Dealer	Plymouth Pet Jan 31 Ord Jan 31	11 Bankruptcy bldgs, Carey st	Sheffield Pet Jan 4 Ord Jan 31
STATTA, JOSEPH, Rodriguez, Colwyn Bay, Hairdresser	Bangor Pet Jan 29 Ord Jan 29	SATTERTHWAITE & CO, Austinfriars, Stockbrokers	Moss, DENNIS WILLIAM, Ripon, Cabinet Maker
STOKE, JOHN BARONET, Newton Abbot, Timber Merchant	Exeter Pet Jan 29 Ord Jan 29	Feb 12 at 2.30 Bankruptcy bldgs, Carey st	Dewsbury Pet Jan 27 Ord Jan 27
STOTT, GEORGE, Amble, Halifax, Grocer	Halifax Pet Jan 29 Ord Jan 29	SMITH, ALFRED, Elland, Yorks, Greengrocer	NOBIS, ANDREW, Pontefract, Coal Miner
STROUD BROS, Lydney, Kent, Grocers	Canterbury Pet Jan 30 Ord Jan 30	Feb 10 at 11.30 Off Rec, Townhall chmbrs, Halifax	Wakefield Pet Jan 30 Ord Jan 30
TAYLOR, GEORGE, West Norwood, Olimax	High Court Pet Jan 26 Ord Jan 26	SMITH & EVANS, Hartow rd, Cheesemongers	REYNALTY, ELIZABETH, Brynmawr, Grocer
THOMPSON, JOHN BRADFORD, Nuneaton, Farmer	Coventry Pet Jan 31 Ord Jan 31	Bankruptcy bldgs, Carey st	Tredgar Pet Jan 27 Ord Jan 27
TONGUE, JOSEPH, Brixton rd, Schoolmaster	High Court Pet Jan 31 Ord Jan 31	SPARK, JAMES, Brixham, Carpenter	PHILLIPS, PHILIP, Cardiff, Clothier
WAY, TOM CHRISTOPHER, Swansea, Draper	Swansea Pet Jan 27 Ord Jan 27	Feb 9 at 11.10 Athenian ter, Plymouth	Pet Jan 5 Ord Jan 27
WESTON, Lot, Stockwell, Salesman	High Court Pet Jan 29 Ord Jan 29	STEPHENSON, B C, Uxbridge, Dramatic Author	REYNALTY, ELIZABETH, Brynmawr, Grocer
WILSON, GEORGE LEVENEY, Boston, Grocer	Boston Pet Jan 17 Ord Jan 31	Feb 12 at 3 Off Rec, 25 Templechamrs, Temple avenue	Tredgar Pet Jan 27 Ord Jan 27
WOODS, JOSEPH, Bolton, Lancs, Tobacconist	Bolton Pet Jan 31 Ord Jan 31	STOKE, JOHN BANGOR, Newton Abbot, Timber Merchant	ROBERTS, GWEN, Barmouth, Widow
WRIGHT, THOMAS, Shrewsbury, Carpenter	Shrewsbury Pet Jan 30 Ord Jan 30	Feb 9 at 11.30 Off Rec, 13 Bedford circus, Exeter	Aberystwyth Pet Dec 12 Ord Jan 29
WRIGHT, WILLIAM, Orrell, Provision Dealer	Wigan Pet Jan 30 Ord Jan 30	STOTT, GEORGE ARTHUR, Halifax, Grocer	ROGERS, HENRY, Pensanco, Butcher

## FIRST MEETINGS.

ALLIE, FRANK GRANT, Cambridge, Tailor's Trimmer	Feb 18 at 12 Off Rec, 5 Petty Curv, Cambridge	SPARK, JAMES, Brixham, Carpenter	MARTIN, HENRY SKEWES, Falmouth, Tea Dealer Truro
ASCOTT, GEORGE, Crediton, Baker	Feb 13 at 11 Off Rec, 13, Bedford cir, Exeter	STEPHENSON, B C, Uxbridge, Dramatic Author	Importers High Court Pet Jan 29 Ord Jan 29
BERNARD, CHARLES ALFRED, New North rd	Feb 12 at 12 Bankruptcy bldgs, Carey st	STOKE, JOHN BANGOR, Newton Abbot, Timber Merchant	MILNER, JAMES GOADOR, Little Thurlow, Captain in Militia Cambridge Pet Nov 10 Ord Jan 29
BLACKMON, GEORGE, Cardiff, Fancy Draper	Feb 18 at 11 Off Rec, 25 Queen st, Cardiff	STOTT, GEORGE ARTHUR, Halifax, Grocer	MITCHELL, JONAS, Leeds, Oil Merchant
BOOTH, HERBERT, Southport, Corn Factor	Feb 14 at 3 Off Rec, 35, Victoria st, Liverpool	Turner, JOHN, Middlesbrough, Stationer	Leeds Pet Jan 31 Ord Jan 31
BRISTOWE, CHARLES, Sidcup Feb 12 at 11.30 Off Rec, Rochester	Off Rec, 73, Castle st, Canterbury	Feb 14 at 3 Off Rec, 8, Albert rd, Middlesbrough	REYNALTY, ELIZABETH, Brynmawr, Grocer
BROAD, WILLIAM, Euston rd, Silversmith's Assistant	Feb 9 at 3 Bankruptcy bldgs, Carey st	WAKEFIELD, JOHN, Winchster, Innkeeper	Tredgar Pet Jan 27 Ord Jan 27
BROOM, JOHN, Wilmer gdns, Hoxton, Timber Merchant	Feb 9 at 2 Bankruptcy bldgs, Carey st	Feb 9 at 3 Off Rec, 4, East st, Southampton	PHILLIPS, PHILIP, Cardiff, Clothier
BROWN, ROBERT FREDERICK, Sheffield, Provision Merchant	Feb 12 at 3 Off Rec, Fiftree lane, Sheffield	WILLIAMS, WILLIAM JOHN, Cardiff, Bedding Manufacturer	Pet Jan 5 Ord Jan 27
BURGESS, ROBERT, Barrow in Furness	Grocer Feb 9 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness	Feb 13 at 12 Off Rec, 29, Queen st, Cardiff	REYNALTY, ELIZABETH, Brynmawr, Grocer
CAIN, JOSEPH, Bolton, Confectioner	Feb 9 at 10.30 Off Rec, Wood st, Bolton	WILLIAMS, WILLIAM JOHN, Cardiff, Bedding Manufacturer	TREACHERY, CHARLES HENRY, New Broad st, Merchant
CHESTER, GEORGE FREDERICK, Earl's Court, Company Promoter	Feb 9 at 11 Bankruptcy bldgs, Carey st	Feb 13 at 12 Off Rec, 35, Victoria st, Liverpool	High Court Adj'd Feb 25, 1893 Annuall Jan 29, 1894
CORCORAN, CORNELIUS, Birkdale, Lance, Builder	Feb 14 at 3.30 Off Rec, 35, Victoria st, Liverpool	CAIN, JOSEPH, Bolton, Confectioner	Wright, THOMAS, Shrewsbury, Beerhouse Keeper
COURTNEY, ALBERT, Stepney High st, Refreshment House Keeper	Feb 9 at 12 Bankruptcy bldgs, Carey st	BROOK, JOHN, Wilmersgdns, Hoxton, Timber Merchant	Shrewsbury Pet Jan 30 Ord Jan 30
CRANE, GEORGE THOMAS BURGESS, Southampton, Oil Merchant	Feb 13 at 3 Off Rec, 4, East st, Southampton	BRISTOWE, CHARLES, Sidcup Rochester Pet Dec 13 Ord Jan 30	Wright, WILLIAM, Orrell, Lancs, Provision Dealer
DYSON, ARTHUR JAMES, Old Kent rd, Coffee House Keeper	Feb 9 at 12 Bankruptcy bldgs, Carey st	BROAD, WILLIAM, Euston rd, Silversmith's Assistant	Wigan Pet Jan 30 Ord Jan 30
GIBSON, JOHN, Bourne, Malister Feb 16 at 12 Law Courts, New rd, Peterborough	Off Rec, 12, Cornwallis st, Barrow in Furness	High Court Pet Jan 27 Ord Jan 27	High Court Pet Jan 25 Ord Nov 29
GRAHAM, JOSEPH, Carlisle, Coal Agent	Feb 16 at 12 12, Lonsdale st, Carlisle	BROWN, CHARLES, and ELIZA BROWN, Roxton, Beds, Farmers	ADJUDICATION ANNULLED.
CHESTER, GEORGE FREDERICK, Earl's Court, Company Promoter	Feb 9 at 11 Bankruptcy bldgs, Carey st	Bedford Pet Jan 29 Ord Jan 29	YARMOUTH, CHARLES HENRY, New Broad st, Merchant
CORCORAN, CORNELIUS, Birkdale, Lance, Builder	Feb 14 at 3.30 Off Rec, 35, Victoria st, Liverpool	BURGESS, ARTHUR, Newark, Furniture Dealer	High Court Adj'd Feb 25, 1893 Annuall Jan 29, 1894
COURTNEY, ALBERT, Stepney High st, Refreshment House Keeper	Feb 9 at 12 Bankruptcy bldgs, Carey st	Nottingham Pet Jan 30 Ord Jan 30	Wright, THOMAS, Shrewsbury, Beerhouse Keeper
CRANE, GEORGE THOMAS BURGESS, Southampton, Oil Merchant	Feb 13 at 3 Off Rec, 4, East st, Southampton	CAIN, JOSEPH, Bolton, Confectioner	Shrewsbury Pet Jan 30 Ord Jan 30
DYSON, ARTHUR JAMES, Old Kent rd, Coffee House Keeper	Feb 9 at 12 Bankruptcy bldgs, Carey st	BROOK, JOHN, Wilmersgdns, Hoxton, Timber Merchant	Wright, WILLIAM, Orrell, Lancs, Provision Dealer
GIBSON, JOHN, Bourne, Malister Feb 16 at 12 Law Courts, New rd, Peterborough	Off Rec, 12, Cornwallis st, Barrow in Furness	BRISTOWE, CHARLES, Sidcup Rochester Pet Dec 13 Ord Jan 30	Wigan Pet Jan 30 Ord Jan 30
GRAHAM, JOSEPH, Carlisle, Coal Agent	Feb 16 at 12 12, Lonsdale st, Carlisle	BROAD, WILLIAM, Euston rd, Silversmith's Assistant	High Court Pet Jan 25 Ord Nov 29
HANCOCK, THOMAS HENRY, Redruth, Builder	Feb 10 at 11.30 Off Rec, Boscombe st, Truro	High Court Pet Jan 27 Ord Jan 27	ADJUDICATION ANNULLED.
HARLEY, WILLIAM, Church Preen, Salop, Bricklayer	Feb 9 at 11.30 Off Rec, Talbot chmbrs, Shrewsbury	BROWN, CHARLES, and ELIZA BROWN, Roxton, Beds, Farmers	YARMOUTH, CHARLES HENRY, New Broad st, Merchant
HERNDON, CHARLES HERBERT, Pontypridd, Gas Works Manager	Feb 9 at 12 Off Rec, 65, High st, Merthyr Tydfil	Bedford Pet Jan 29 Ord Jan 29	High Court Adj'd Feb 25, 1893 Annuall Jan 29, 1894
JENNINGS, JAMES, Carnarthen, Tobacconist	Feb 13 at 11 Off Rec, 11, Quay st, Carnarthen	BURGESS, ARTHUR, Newark, Furniture Dealer	Wright, THOMAS, Shrewsbury, Beerhouse Keeper
JOHNSON, HENRY ALFRED, Gorleston, Butcher	Feb 10 at 4 Off Rec, 8, King st, Norwich	Nottingham Pet Jan 30 Ord Jan 30	Shrewsbury Pet Jan 30 Ord Jan 30
KELLA, RICHARD, Ystradffordy, Glam, Builder	Feb 12 at 11 Off Rec, 29, Queen st, Cardiff	CAIN, JOSEPH, Bolton, Confectioner	Wright, WILLIAM, Orrell, Lancs, Provision Dealer
LAWN, JOHN WILLIAM, Lowestoft, Snack Master	Feb 10 at 9.30 Off Rec, 8, King st, Norwich	BROOK, JOHN, Wilmersgdns, Hoxton, Timber Merchant	Wigan Pet Jan 30 Ord Jan 30
LUBBOCK, THOMAS, Birkdale, Auctioneer	Feb 13 at 11 Bankruptcy bldgs, Carey st	BRISTOWE, CHARLES, Sidcup Rochester Pet Dec 13 Ord Jan 30	High Court Pet Jan 25 Ord Nov 29
MARTIN, JOHN WALTER, Worthing, Furniture Dealer	Feb 12 at 3 Off Rec, 4, Pavilion bldgs, Brighton	BROAD, WILLIAM, Euston rd, Silversmith's Assistant	ADJUDICATION ANNULLED.
MEAD, A. E., Swanso, Grocer	Feb 10 at 12 Off Rec, 31, Alexandra rd, Swanso	High Court Pet Jan 27 Ord Jan 27	YARMOUTH, CHARLES HENRY, New Broad st, Merchant
MELLOR, JOHN F., Manchester, Baker	Feb 9 at 8.15 Ogden's chmbrs, Bridge st, Manchester	BROWN, CHARLES, and ELIZA BROWN, Roxton, Beds, Farmers	High Court Adj'd Feb 25, 1893 Annuall Jan 29, 1894
MORSE, ELIZA MARY, Wandsworth, Ironmonger	Feb 13 at 1.30 24, Railway approach, London Bridge	BURGESS, ARTHUR, Newark, Furniture Dealer	Wright, THOMAS, Shrewsbury, Beerhouse Keeper
NORRIS, ANDREW, Pontefract, Coal Miner	Feb 9 at 11 Off Rec, Bond ter, Wakefield	Nottingham Pet Jan 30 Ord Jan 30	Shrewsbury Pet Jan 30 Ord Jan 30
PAGE, GEORGE, Willesborough, Farmer	Feb 9 at 11 Off Rec, 15, Castle st, Canterbury	CAIN, JOSEPH, Bolton, Confectioner	Wright, WILLIAM, Orrell, Lancs, Provision Dealer
PALE, JOSEPH, Chertsey st, Butcher	Feb 13 at 12 Bankruptcy bldgs, Carey st	BROOK, JOHN, Wilmersgdns, Hoxton, Timber Merchant	Wigan Pet Jan 30 Ord Jan 30
PALMER, GEORGE, Eastbourne, Outfitter	Feb 9 at 2.30 Off Rec, 24, Railway app, London Bridge	BRISTOWE, CHARLES, Sidcup Rochester Pet Dec 13 Ord Jan 30	High Court Pet Jan 25 Ord Nov 29
PARKINSON, ROBERT, Barrow in Furness, Grocer	Feb 9 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness	BROAD, WILLIAM, Euston rd, Silversmith's Assistant	ADJUDICATION ANNULLED.
PARSONS, CHARLES HENRY, Swanso, Builder	Feb 9 at 12 Off Rec, 31, Alexandra rd, Swanso	High Court Pet Jan 27 Ord Jan 27	YARMOUTH, CHARLES HENRY, New Broad st, Merchant

## ADJUDICATIONS.

ABSON, THOMAS, Bradford, Brush Manufacturer	Bradford Pet Jan 37 Ord Jan 27	CHAMBERS, BENJAMIN CLIFFORD, Bratton Cleverly, Farmer	Allen, DAVID, Leicester, Boot Manufacturer
ALLIE, FRANK GRANT, Cambridge, Tailor's Trimmer	Cambridge Pet 29 Ord Jan 31	CHAPMAN, JOHN ARTHUR, Sunderland, Machinist	ALLSOFF, TOM HILL, Worksop, Timber Merchant
ASCOTT, GEORGE, Crediton, Baker	Feb 13 at 11 Off Rec, 13, Bedford cir, Exeter	Sunderland Pet 30 Ord Jan 31	BAILEY, EMMA, Howdon, Yorks, Grocer
BERNARD, CHARLES ALFRED, New North rd	Feb 12 at 12 Bankruptcy bldgs, Carey st	Sunderland Pet 30 Ord Jan 31	Kingston upon Hull Pet 29 Ord Jan 29
BLACKMON, GEORGE, Cardiff, Fancy Draper	Feb 18 at 11 Off Rec, 25 Queen st, Cardiff	BAKER, FREDERICK, Belper, Furniture Dealer	Ballard, FREDERICK BOLTON, Belper, Furniture Dealer
BOOTH, HERBERT, Southport, Corn Factor	Feb 14 at 3 Off Rec, 35, Victoria st, Liverpool	West Bromwich Pet 29 Ord Jan 29	Derby Pet 29 Ord Feb 3
BRISTOWE, CHARLES, Sidcup Feb 12 at 11.30 Off Rec, Rochester	Off Rec, 73, Castle st, Canterbury	Whitsmith, WEST BROMWICH Pet 29 Ord Feb 1	BATES, ARTHUR, West Bromwich, Whiteman
BROAD, WILLIAM, Euston rd, Silversmith's Assistant	Feb 9 at 3 Bankruptcy bldgs, Carey st	WAKEFIELD, JOHN, Belper, Furniture Dealer	WAKEFIELD Pet 29 Ord Feb 1
BROOM, JOHN, Wilmer gdns, Hoxton, Timber Merchant	Feb 9 at 2 Bankruptcy bldgs, Carey st	WAKEFIELD, JOHN, Belper, Furniture Dealer	BEAUMONT, MATTHEW, Sheffield, Ironmonger
BROWN, ROBERT FREDERICK, Sheffield, Provision Merchant	Feb 12 at 3 Off Rec, Fiftree lane, Sheffield	WAKEFIELD Pet 29 Ord Feb 1	Sheffield Pet 29 Ord Feb 3
BURGESS, ROBERT, Barrow in Furness	Off Rec, 16, Cornwallis st, Barrow in Furness	WAKEFIELD Pet 29 Ord Feb 1	BLAKE, WALTER, Clapham, Job Master
CAIN, JOSEPH, Bolton, Confectioner	Feb 9 at 10.30 Off Rec, Wood st, Bolton	WAKEFIELD Pet 29 Ord Feb 1	Wandsworth Pet 29 Ord Feb 1
CHESTER, GEORGE FREDERICK, Earl's Court	Feb 16 at 12 12, Lonsdale st, Carlisle	WAKEFIELD Pet 29 Ord Feb 1	BRIGGS, FREDERICK, Northfleet, Builder
CORCORAN, CORNELIUS, Birkdale, Lance, Builder	Feb 14 at 3.30 Off Rec, 35, Victoria st, Liverpool	WAKEFIELD Pet 29 Ord Feb 1	Rochester Pet 29 Ord Feb 1
COURTNEY, ALBERT, Stepney High st, Refreshment House Keeper	Feb 9 at 12 Bankruptcy bldgs, Carey st	WAKEFIELD Pet 29 Ord Feb 1	BURKE, DAVID, Penrhosweiber, Glam, Commercial Traveller
CRANE, GEORGE THOMAS BURGESS, Southampton, Oil Merchant	Feb 13 at 3 Off Rec, 4, East st, Southampton	Pontypridd Pet 29 Ord Feb 1	Pontypridd Pet 29 Ord Feb 1
DYSON, ARTHUR JAMES, Old Kent rd, Coffee House Keeper	Feb 9 at 12 Bankruptcy bldgs, Carey st	WAKEFIELD Pet 29 Ord Feb 1	CARPENTER, JAMES, Walworth, Horse Dealer
GIBSON, JOHN, Bourne, Malister Peterborough	Feb 16 at 12 Law Courts, New rd, Peterborough	High Court Pet 29 Ord Jan 29	High Court Pet 29 Ord Feb 1
GIBSON, JOHN, Bourne, Malister Peterborough	Feb 16 at 12 Law Courts, New rd, Peterborough	WAKEFIELD Pet 29 Ord Feb 1	CLARKSON, WILLIAM, Middleham, Farmer
GORDON, ALEXANDER, Chelmside, Merchant	Feb 10 at 9.30 Off Rec, 8, King st, Norwich	WAKEFIELD Pet 29 Ord Feb 1	Northallerton Pet 29 Ord Feb 1
GORDON, ALEXANDER, Chelmside, Merchant	Feb 10 at 9.30 Off Rec, 8, King st, Norwich	WAKEFIELD Pet 29 Ord Feb 1	DAVIS, HENRY EDWARD, Southampton bldgs, Licensed Victualler
HANCOCK, THOMAS HENRY, Redruth, Builder	Feb 10 at 11.30 Off Rec, 11, Quay st, Carnarthen	High Court Pet 29 Ord Feb 1	High Court Pet 29 Ord Feb 1
HARVEY, WILLIAM, Church Preen, Salop, Bricklayer	Feb 9 at 11.30 Off Rec, Talbot chmbrs, Shrewsbury	WAKEFIELD Pet 29 Ord Feb 1	EDWARDS, JOHN DAVID, Oswestry, Engineer
HERNDON, CHARLES HERBERT, Pontypridd, Gas Works Manager	Feb 9 at 12 Bankruptcy bldgs, Carey st	WAKEFIELD Pet 29 Ord Feb 1	Wrexham Pet 29 Ord Jan 29
JENNINGS, JAMES, Carnarthen, Tobacconist	Feb 13 at 11 Off Rec, 11, Quay st, Carnarthen	WAKEFIELD Pet 29 Ord Feb 1	ELLIS, HARRY, Cardiff, General Dealer
JOHNSON, HENRY ALFRED, Gorleston, Butcher	Feb 10 at 4 Off Rec, 8, King st, Norwich	WAKEFIELD Pet 29 Ord Feb 1	Cardiff Pet 29 Ord Jan 29
KELLA, RICHARD, Ystradffordy, Glam, Builder	Feb 12 at 11 Off Rec, 29, Queen st, Cardiff	WAKEFIELD Pet 29 Ord Feb 1	ENSOR, WILLIAM, Birmingham, Furniture Dealer
LAWN, JOHN WILLIAM, Lowestoft, Snack Master	Feb 10 at 9.30 Off Rec, 8, King st, Norwich	WAKEFIELD Pet 29 Ord Feb 1	Birmingham Pet 29 Ord Feb 1
LUBBOCK, THOMAS, Birkdale, Auctioneer	Feb 13 at 11 Bankruptcy bldgs, Carey st	WAKEFIELD Pet 29 Ord Feb 1	FENTON, WILLIAM, Ipswich, Shoemaker
MARTIN, JOHN WALTER, Worthing, Furniture Dealer	Feb 12 at 3 Off Rec, 4, Pavilion bldgs, Brighton	WAKEFIELD Pet 29 Ord Feb 1	Ipswich Pet 29 Ord Feb 1
MEAD, A. E., Swanso, Grocer	Feb 10 at 12 Off Rec, 31, Alexandra rd, Swanso	WAKEFIELD Pet 29 Ord Feb 1	GARRETT, FRED, Bradford Bradford Pet 29 Ord Feb 1
MELLOR, JOHN F., Manchester, Baker	Feb 9 at 8.15 Ogden's chmbrs, Bridge st, Manchester	WAKEFIELD Pet 29 Ord Feb 1	GER, JOHN, Foulsham, Norfolk, Baker
MORSE, ELIZA MARY, Wandsworth, Ironmonger	Feb 13 at 1.30 24, Railway approach, London Bridge	WAKEFIELD Pet 29 Ord Feb 1	Norwich Pet 29 Ord Feb 1
NORRIS, ANDREW, Pontefract, Coal Miner	Feb 9 at 11 Off Rec, Bond ter, Wakefield	WAKEFIELD Pet 29 Ord Feb 1	GREEN, CHARLES, Andover, Jeweller
PAGE, GEORGE, Willesborough, Farmer	Feb 9 at 11 Off Rec, 15, Castle st, Canterbury	WAKEFIELD Pet 29 Ord Feb 1	Salisbury Pet 29 Ord Feb 1
PALE, JOSEPH, Chertsey st, Butcher	Feb 13 at 12 Bankruptcy bldgs, Carey st	WAKEFIELD Pet 29 Ord Feb 1	GREEN, COLE, & CO., Bristol, General Merchants
PALMER, GEORGE, Eastbourne, Outfitter	Feb 9 at 2.30 Off Rec, 24, Railway app, London Bridge	WAKEFIELD Pet 29 Ord Feb 1	Bristol Pet 29 Ord Feb 1
PARKINSON, ROBERT, Barrow in Furness, Grocer	Feb 9 at 11.30 Off Rec, 16, Cornwallis st, Barrow in Furness	WAKEFIELD Pet 29 Ord Feb 1	GRAY, WALTER, Birmingham, out of business
PARSONS, CHARLES HENRY, Swanso, Builder	Feb 9 at 12 Off Rec, 31, Alexandra rd, Swanso	WAKEFIELD Pet 29 Ord Feb 1	Birmingham Pet 29 Ord Jan 29

- HEWETT, JAMES Titchfield, Hants, Gent. Portsmouth Pet Jan 5 Ord Feb 1
- HOUKE, HENRY SHELLEY, Woolwich, Licensed Victualler Greenwich Pet Feb 1 Ord Feb 1
- HUTTON, TOM, Melksham, Farmer Bath Pet Feb 3 Ord Feb 3
- INGHAM, HARRY, Winslow, Milk Seller Banbury Pet Feb 2 Ord Feb 2
- JONES, CHARLES, Woolhope, Hereford, Wood Dealer Worcester Pet Jan 30 Ord Jan 30
- JONES, MICHAEL, Woolhope, Hereford, Woodman Worcester Pet Jan 30 Ord Jan 30
- JONES, RICHARD BEAMAN, Bury, Draper Bolton Pet Feb 2 Ord Feb 2
- KINGSHOTT, FRANK, Woodchurch, Farmer Canterbury Pet Feb 2 Ord Feb 2
- MACGREGOR, ALEXANDER DONALD, Wincanton, Lieutenant-Colonel Portmades Pet Feb 1 Ord Feb 1
- MARRIOTT, ARTHUR, Hyson Green, Notts, Lace Maker Nottingham Pet Feb 8 Ord Feb 8
- MARSHAL, ALEXANDRA, Cardiff, Ladies' Outfitter Cardiff Pet Jan 31 Ord Jan 31
- MORRIS, HENRY GEORGE, Hill Croome, Worcs, Licensed Victualler Worcester Pet Feb 8 Ord Feb 3
- O'HARA, JOHN, Nottingham, Grocer Nottingham Pet Feb 1 Ord Feb 1
- PAINTER, WILLIAM, Edgbaston Birmingham Pet Jan 20 Ord Jan 20
- POWELL, DAVID, Cardiff, Builder Cardiff Pet Feb 1 Ord Feb 8
- ROBINSON, WILLIAM, Hanley, General Draper Hanley Pet Jan 30 Ord Jan 30
- RODRUY, CHARLES MATHEW, Lambeth High Court Pet Feb 3 Ord Feb 5
- SALTER, ALFRED, Ladywell, Financial Agent Greenwich Pet Feb 2 Ord Feb 4
- SAUNDERS, EDWIN, Canning Town, Baker High Court Pet Feb 1 Ord Feb 1
- SPOKE, GEORGE ANTHONY, Northampton, Engineer Northampton Pet Jan 30 Ord Jan 30
- WEIGHT, JOE, Harrogate, Saddler Sheffield Pet Feb 2 Ord Feb 2
- YEATES, HENRY GEORGE, Notting hill, Licensed Victualler High Court Pet Jan 16 Ord Feb 1
- The following amended notice is substituted for that published in the London Gazette of Jan 30:—
- MELLOR, JAMES FERGUSON, Chorlton on Medlock, Baker Manchester Pet Jan 19 Ord Jan 26
- ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.**
- GUNNING, Lady Rose, Grattan rd, West Kensington High Court Pet Nov 31 Rec Ord Dec 15 Resciss and Dismiss Feb 2
- FIRST MEETINGS.**
- ARROW, THOMAS, Bradford, Brush Manufacturer Feb 14 at 12 Off Rec. 31, Manor row, Bradford
- ACKROYD, OLIVER, Baildon, York, Stock Broker Feb 14 at 11 Off Rec. 31, Manor row, Bradford
- ALLEN, DAVID, Leicester, Boot Manufacturer Feb 13 at 12.30 Off Rec. 1, Berriard st, Leicester
- BAILEY, EMMA, Howden, Yorks, Grocer Feb 14 at 11 Off Rec. Trinity House lane, Hull
- BALL, LEWIS, Shepton Mallet, Blacksmith Feb 14 at 12.30 Off Rec. Bank chambers, Corn st, Bristol
- BAYLISS, HENRY, Kensal rd, Timber Merchant Feb 13 at 2.30 Bankruptcy bldgs, Carey st
- BENNETT, WILLIAM, Bradley, Worcester, Beerhouse Keeper Feb 14 at 1.45 Talbot Hotel, Stourbridge
- BRADBURY BROTHERS, Bradford, Boot Merchants Feb 15 at 11 Off Rec. 31, Manor row, Bradford
- BRIGGS, FREDERICK, Northfleet, Builder Feb 19 at 11.30 Off Rec. Rochester
- BUCKLER, THOMAS WAIR, Tavistock Pet Feb 13 at 12 Bankruptcy bldgs, Carey st
- CARLING, ROBERT, Putney, Draper Feb 15 at 11.30 24, Railway app, London Bridge
- CHAMBERS, BENJAMIN CLIFFORD, Bratton Cleverly, Farmer Feb 15 at 3.30 10, Atheneum ter, Plymouth
- CLUTTERBUCK, FRANK SANDIFORD, Birmingham, Toy Manufacturer Feb 15 at 2.30 23, Colmore row, Birmingham
- COOPER, HENRY, Finchley, Builder Feb 15 at 12 Off Rec. 95, Temple chmrs, Temple avenue
- CORBETT, THOMAS JAMES, Handsworth Feb 14 at 11.30 25, Colmore row, Birmingham
- CLARK, ROBERT DAY, York, Engine Driver Feb 19 at 12.15 Off Rec. 28, St George's York
- COULSON, JAMES, Newport, Jeweller Feb 14 at 12 Off Rec. Gloucester Bank Chambers, Newport, Mon
- DODD, GEORGE THOMAS, Hanley, Innkeeper Feb 14 at 11.15 Off Rec. Newgate under Lyne
- FLETCHER, WALTER, Eastleigh, Army Pensioner Feb 14 at 12.30 Off Rec. Salisbury
- FULTON, WILLIAM JAMES, Stourbridge, Licensed Victualler Feb 14 at 2 Talbot Hotel, Stourbridge
- GREGORY, RICHARD, Bolton, Slater Feb 13 at 11.30 16, Wood rd, Bolton
- HARRIS, SAMUEL LOUIS, Tredegar, Pawnbroker Feb 13 at 12 Off Rec. 68, High st, Merthyr Tydfil
- HARTLEY, JAMES, Gt Harwood, Iron Founder Feb 21 at 2 County Court house, Blackburn
- HATH, ALFRED CHARLES, Kidderminster, Draper Feb 16 at 2.75 5 Thurland, Solicitor, Kidderminster
- HICKIN, THOMAS, Upper Gornal, Baker Feb 16 at 11 Off Rec. Dodley
- HIGGINS, FREDERICK, Bishopston, Grocer Feb 14 at 12 Off Rec. Bank chmrs, Corn st, Bristol
- HODDER, ROBERT, Portland, Contractor Feb 13 at 12.30 Crown Hotel, Weymouth
- JEACOCK, WILLIAM, Nottingham, Needle Manufacturer Feb 13 at 12 Off Rec. St Peter's Church walk, Nottingham
- JONES, JOHN, Swans, Tailor Feb 14 at 12 Off Rec. 31, Alexandra rd, Swans
- JONES, RICHARD BEAMAN, Bury, Draper Feb 16 at 11 16, Wood st, Bolton
- LAWRENCE, WILLIAM ETON, Ewerby, Lincs, Farmer Feb 15 at 12 Off Rec. 48, High st, Boston
- LEVETT, RICHARD, Balham, Builder Feb 14 at 12 24, Railway app, London Bridge
- LOWATER, NATHANIEL, Nottingham, General Dealer Feb 13 at 11 Off Rec. St Peter's Church walk, Nottingham
- LUCAS, GEORGE, Walworth rd, upholsterer Feb 14 at 2.30 Bankruptcy bldgs, Carey st
- MADDOWALD, THOMAS, Cophall avenue, Stock Broker Feb 15 at 12 Bankruptcy bldgs, Carey st
- MARTIN, HENRY SKRWS, Falmouth, Grocer Feb 14 at 11.30 Off Rec. Boscombe st, Truro
- MILLAR, WILLIAM, Mincing lane, Merchant Feb 14 at 12 Bankruptcy bldgs, Carey st
- MINCHE, CHARLES CHERRY, St. Leonards on Sea, Lieutenant-General Feb 15 at 2.30 Off Rec. 21, Railway app, London Bridge
- MOORE, ROBERT, Ulverstone, Dyer Feb 13 at 11 Off Rec. 16, Cornwallis st, Barrow in Furness
- NASH, ALBERT, Finchley, Traveller Feb 13 at 12 Off Rec. 95, Temple chmrs, Temple avenue
- NICHOLLS, RICHARD, Kingstone, Builder Feb 14 at 11.30 24, Railway app, London Bridge
- PICKWELL, FRANCIS, Castleford, Coal Merchant Feb 13 at 11 Off Rec. Bond ter, Wakefield
- RANDALL, SAMUEL BYFLES, Fruit Grower Feb 14 at 12.30 24, Railway approach, London Bridge
- RICHARDS, DAVID, Aberdare, Builder Feb 13 at 8 Off Rec. 65, High st, Merthyr Tydfil
- RICKELS, JOHN EASTON, Wootton, Lincs, Tailor Feb 14 at 11 Off Rec. 15, Osborne st, Gt Grimsby
- ROGERS, HENRY, Penzance, Butcher Feb 14 at 12.30 Off Rec. Boscombe st, Truro
- ROGERS, WILLIAM EDWARD SAMUEL, St George, Glos, Commission Agent Feb 14 at 1 Off Rec. Bank chmrs, Corn st, Bristol
- ROWLEY & MAW, Newcastle on Tyne, Fruit Shippers Feb 17 at 11.30 Off Rec. Pink lane, Newcastle on Tyne
- SALTRE, THOMAS, Kidderminster, Wheelwright Feb 16 at 2 A 8 Thurland, Solicitor, Kidderminster
- SHEARING, WILLIAM ALFRED, Dalymore rd, Bookseller Feb 16 at 11 Bankruptcy bldgs, Carey st
- SIBLEY, JOHN DANIEL, Fellingham, Worcs, Baker Feb 14 at 11 22, Colmore row, Birmingham
- SRODZINSKI, SAMUEL STANISLAUS, Brixham, Furniture Dealer Feb 15 at 2 10, Athenaeum ter, Plymouth
- TARABOCCHI, TOMASO GIOVANNI, Swansea, Shipowner Feb 13 at 12 Off Rec. 31, Alexander rd, Swansea
- TAYLOR, GEORGE, West Norwood, Oilman Feb 14 at 2.30 Bankruptcy bldgs, Carey st
- TAYLOR, ROBERT, Rochedale, Confectioner Feb 15 at 2.15 Lecture Hall, Askew st, Rochedale
- THOMPSON, JOHN BRADFORD, Nunaton, Farmer Feb 14 at 11 Off Rec. 17, Hertford st, Coventry
- TINKLER, JOHN EDWARD, Newark, Bookseller Feb 15 at 2.30 Bankruptcy bldgs, Carey st
- WAIRWRIGHT, JOHN, Birmingham, House Furnisher Feb 16 at 11.30 25, Colmore row, Birmingham
- WAY, THOM CHRISTOPHER, Swansea, Draper Feb 14 at 3 Off Rec. 31, Alexander rd, Swansea
- WILSON, GEORGE LEVESLEY, Boston, Grocer Feb 15 at 12.30 Off Rec. 48, High st, Boston
- WHEAT, LOV, Stockwell, Grocer Feb 15 at 12 Bankruptcy bldgs, Carey st
- WOLFE, HYMUS (Separate Estate), Birmingham, Boot Manufacturer Feb 16 at 11 22, Colmore row, Birmingham
- WOLFE & HAMMOND, Birmingham, Boot Manufacturers, Feb 16 at 11 22, Colmore row, Birmingham
- WOODS, JOSEPH, Bolton, Tobacconist Feb 13 at 10.30 16, Wood rd, Bolton
- WOOTTON, ANN, Walsall, Harness Manufacturer Feb 15 at 11 Off Rec. Walsall
- WORSLESDINE, HENRY, Great Winchester st, Merchant Feb 14 at 12 Bankruptcy bldgs, Carey st
- ADJUDICATIONS.**
- ALLSOOP, TOM HILL, Workop, Timber Merchant Sheffield Pet Feb 3 Ord Feb 3
- BAILEY, EMMA, Howden, Yorks, Grocer Kingston upon Hull Pet Jan 20 Ord Jan 29
- BALLARD, FREDERICK BOLTON, Belper, General Dealer Derby Pet Feb 2 Ord Feb 2
- BALLARD, SIDNEY, Godalming, Draper Guildford Pet Nov 1 Ord Feb 2
- BARTON, ROBERT GEORGE, Ebber, Licensed Victualler Kingston, Surrey Pet Jan 29 Ord Feb 1
- BATES, ARTHUR, West Bromwich, Whitesmith West Bromwich Pet Feb 1 Ord Feb 1
- WAIRWRIGHT, JOHN, Birmingham, House Furnisher Birmingham Pet Jan 26 Ord Jan 29
- WHEELAN, JOHN, Hoole, Surveyor Chester Pet Jan 27 Ord Feb 1
- WOOTTON, ANN, Walsall, Harness Manufacturer Walsall Pet Jan 20 Ord Feb 1
- WRIGHT, JOE, Harrogate, Saddler Sheffield Pet Feb 2 Ord Feb 2

- GEE, JOHN, Foulsham, Baker Norwich Pet Feb 2 Ord Feb 2
- HUMES, MOSES, Forest Hill, Electrician Greenwich Pet Jan 5 Ord Feb 2
- HUTTON, TOM, Melksham, Farmer Bath Pet Feb 3 Ord Feb 3
- JONES, CHARLES, Woolhope, Hereford, Wood Dealer Worcester Pet Jan 30 Ord Jan 30
- JONES, MICHAEL, Woolthorpe, Hereford, Woodman Worcester Pet Jan 30 Ord Jan 30
- JONES, RICHARD BEAMAN, Bury, Draper Bolton Pet Feb 2 Ord Feb 2
- KINGSMORTH, FRANK, Woodchurch, Kent, Farmer Canterbury Pet Feb 1 Ord Feb 2
- MARRIOTT, ARTHUR, Hyson Green, Laco Maker Nottingham Pet Feb 2 Ord Feb 2
- MARSHALL, ALEXANDRA, Cardiff, Ladies' Outfitter Cardiff Pet Jan 31 Ord Jan 31
- MAYNARD, HENRY EDGAR, Birmingham Birmingham Pet Dec 19 Ord Jan 30
- MELLOR, JAMES FERGUSON, Chorlton on Medlock, Baker Manchester Pet Jan 19 Ord Feb 3
- MORRIS, HENRY GEORGE, Hill Coombe, Wors, Licensed Victualler Worcester Pet Jan 3 Ord Feb 3
- MOUNTFOORD, WILLIAM GREGORY, Shrewsbury, Coachbuilder Shrewsbury Pet Jan 11 Ord Feb 3
- O'HARA, JOHN, Grocer Nottingham Nottingham Pet Feb 1 Ord Feb 1
- PAGE, GEORGE, Willesborough, Farmer Canterbury Pet Jan 27 Ord Feb 2
- POPE, W. GEORGE, St Thomas st, Traveller High Court Pet Jan 31 Ord Jan 31
- PRATT, HENRY CRONIN, Sudbury, Suffolk Colchester Pet Jan 3 Ord Feb 1
- ROBINSON, WILLIAM, Hanley, Draper Hanley Pet Jan 30 Ord Jan 30
- ROGERS, GEORGE, Bournemouth, Builder Poole Pet Jan 20 Ord Feb 1
- ROGGE, IVON, Maids Vale, Laco Agent High Court Pet Nov 20 Ord Feb 1
- ROWLEY & MOORE, Newcastle on Tyne, Fruit Shippers Newcastle on Tyne Pet Jan 27 Ord Jan 29
- SALTER, ALFRED, Ladywell, Financial Agent Greenwich Pet Feb 2 Ord Feb 2
- SAUNDERS, EDWIN, Canning Town, Baker High Court Pet Feb 1 Ord Feb 1
- SMITH, WILLIAM FULLER MATTLAND, Llangammarch Wells, Hotel Proprietor Newtown Pet Jan 4 Ord Feb 1
- SPALE, JAMES, Brixham, Carpenter Plymouth Pet Jan 25 Ord Feb 2
- SPOKES, GEORGE ANTHONY, Northampton, Engineer Northampton Pet Jan 30 Ord Jan 30
- TERRY, EDWARD, Pall Mall, Architect High Court Pet Feb 1 Ord April 30
- TINKLER, JOHN EDWARD, Wigmore st, Bookseller High Court Pet Jan 26 Ord Feb 1
- WAIRWRIGHT, JOHN, Birmingham, House Furnisher Birmingham Pet Jan 26 Ord Jan 29
- WHEELAN, JOHN, Hoole, Surveyor Chester Pet Jan 27 Ord Feb 1
- WOOTTON, ANN, Walsall, Harness Manufacturer Walsall Pet Jan 20 Ord Feb 1
- WRIGHT, JOE, Harrogate, Saddler Sheffield Pet Feb 2 Ord Feb 2
- SALES OF ENSUING WEEK.**
- Feb. 13.—MESSRS. BEAN, BURNETT, & ELDRIDGE, at the Mart, E.C., a Freshold Residence; also Ground Rents (see advertisements, Jan. 27, and this week, p. 4).
- Feb. 15.—MESSRS. GEO. GOULDSCHEDE, SON, & CO., at the Mart, E.C., at 3 o'clock, Leasold Residential (see advertisement, this week, p. 4).

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